



Facilities Use Application

State Road Campus, West Grove
110 East State Road
West Grove, PA 19390

Early Learning Center at Kemblesville
1769 New London Road
Landenberg, PA 1939

Avon Grove Charter School Facility Use Packet Introduction

This Packet was designed to contain the necessary forms and policies commonly needed by those seeking to rent or otherwise use the facilities of Avon Grove Charter School (“AGCS”). Additional forms or information may be required by AGCS in special circumstances. An organization seeking to utilize AGCS facilities or property should direct all questions to the AGCS Business Office for the specific campus it seeks to use. Final authority to rent or otherwise permit the use of AGCS property remains at all times with the Head of School and/or Business Manager.

This Packet contains an overview of general rules and guidelines as well as the more-detailed *Use of Charter School Facilities Policy* (“Policy”). Organizations seeking to utilize any AGCS property should familiarize themselves with this entire document. Additionally, this Packet contains the Facilities and Property Use Application (“Application”) that must be submitted to AGCS for consideration along with the Indemnity Agreement. A copy of the Facilities and Property Use Agreement (“Agreement”) that must be executed by both the organization seeking to use the facility (“Applicant”) and AGCS is also attached.

The completed Application should be returned to the Business Office along with necessary documentation discussed herein. If approved, AGCS will return a signed Facilities Use Agreement. **Reservation of AGCS property will not be finalized until all payments are received**, and space will be considered available to other requesting parties until that time. By submitting a completed application, an organization agrees to comply with all terms imposed by AGCS and all policies adopted by AGCS’s Board of Trustees.

General Rules and Guidelines

This section is intended to familiarize outside organizations with the major policies and procedures of AGCS relevant to groups seeking to utilize AGCS property. Please refer to the *Use of Charter School Facilities Policy* herein for more detailed information.

1. AGCS reserves the right to refuse rental or use of school facilities and equipment at its discretion. However, AGCS complies with all federal and state anti-discrimination laws and shall not discriminate on the basis of race, color, religion, gender, national origin, age, veteran status, disability, marital status or sexual orientation.
2. The use of AGCS facilities and property shall not interfere or conflict with AGCS uses. Activities and events organized by AGCS will have precedence at all times over activities of outside groups.
3. **THE USE, DISTRIBUTION, OR POSSESSION OF ALCOHOL, TOBACCO, ILLEGAL DRUGS OR WEAPONS WILL NOT BE PERMITTED ON AGCS PROPERTY.**
4. The school reserves the right to request any information that it deems necessary to grant a Facilities Use Agreement.
5. The school reserves the right to deny a Facilities Use Request to any organization that has a past history of violating the conditions of the agreement.
6. Facilities will not be available for use, even if a Facilities Use Agreement is in place, if the school has been closed for students due to weather, disaster, or failure of any mechanical systems. If school has been closed due to inclement weather on a Friday, or if an event occurs on a weekend or school holiday, the use of the facility will be cancelled until the facility has been prepared and ready for school use on the next regularly scheduled day.
7. Food and beverages are prohibited without prior approval. Food and beverages **are not** allowed in classrooms, auditoriums, libraries, computer labs, music rooms or the Collaboratory.
 - a. Avon Grove Charter School, in conjunction with the Chester County Health Department, required a certified food handler to be present when potentially hazardous foods are being prepared and served.
8. A school employee is required to be on site for the use of lighting or sound systems if proper training has not been provided prior to the facility use. A prevailing rate will be invoiced after the event covering set-up time, rehearsal time, and performance time if a staff member is necessary.

9. It is agreed and understood that the lessee and all persons attending the function shall confine themselves to the area and school facilities specified in the Facilities Use Agreement. All Facilities Use Agreements are for specific facilities and hours. It is the responsibility of the lessee to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled. Lessees are responsible for any damage due to violations of this policy.
10. Lessee must provide sufficient supervision. The Lessee supervisor must be eighteen (18) years of age and physically on the premises during the entire rental period. These lessee-designated supervisors shall be responsible to see that all laws and building rental rules are adhered to by participants and those attending; any violations must be reported to the AGCS employee or representative present at the time of the event.
11. It is expressly agreed and understood that all applicable governmental laws and ordinances and all rules and regulations of the Pennsylvania Department of Education and AGCS shall be complied with fully and strictly by lessee and by all persons attending the function. Whenever the rules and regulations have been violated, the school may revoke the permit to use the facilities and refuse to consider future Facility Use Agreements.
12. AGCS does not assume liability for personal injury or property damage.
13. **PROOF OF INSURANCE** in the form of a Certificate of Insurance must be provided at least ten (10) days prior to the first scheduled event. The certificate must list the Avon Grove Charter School as an additional insured and certificate holder. Coverage limits and additional information are contained herein.
14. **Background Clearances** – If a lessee is providing a student activity program specifically to Avon Grove Charter School students or is partnering with the Avon Grove Charter School to provide a student activity program and the lessee’s personnel is in direct contact with any Avon Grove Charter School student, background clearances are required, as mandated by the Pennsylvania Department of Education. If the lessee is an independent organization, separate from the Avon Grove Charter School, no background clearances are required.
15. This agreement may not be changed but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Application Instructions

Step one. Review this entire packet, including the General Rules and Guidelines and the more detailed *Use of Charter School Facilities Policy*

Step two. A responsible officer of an organization seeking to rent the facilities or property of AGCS must complete and sign the Application below. **The Application itself is not a permit or contract between the organization and AGCS.**

Step three. Review and sign the Indemnity Agreement and Facilities Use Agreement. Any questions regarding fees for rental should be directed to the Business Office.

Step four. Return the completed Application, Indemnity Agreement, and Facilities Use Agreement to the main office of the campus **thirty (30) days prior to the event.**

- AGCS Early Learning Center Campus: 1769 New London Road, Landenberg, PA 19390
- AGCS State Road Campus: 110 E State Road, West Grove, PA 19390

Step five. AGCS will review the submitted paperwork and, if documentation is satisfactory and the facility requested is available, it will sign the Facilities Use Agreement including any additional terms and return a copy of the signed Agreement to the organization.

Step six. Remit all payment within ten (10) days prior to the first event or within ten (10) days of receiving the signed Facilities Use Agreement from AGCS, whichever is earlier. Please send all payment directly to the Business Office at 1769 New London Road, Landenberg, PA 19390. All checks should be made payable to “Avon Grove Charter School.”

Step seven. Provide Certificates of Insurance certifying that the organization has the required insurance coverage in effect at the time of the rental. The certificates must name Avon Grove Charter School as an additional insured and certificate holder. These Certificates must be turned in at least ten (10) days prior to the first scheduled event. **Please see the *Use of Charter School Facilities Policy* for very important information regarding required coverage limits.**

If an organization needs to make any changes to its rental contract, it should contact the Business Office or the campus requested at least ten (10) days in advance of the event. AGCS will attempt to accommodate change requests but makes no guarantees as to its ability to do so.

If you have any questions, please refer to the information in this packet. Extra copies are available at any of the AGCS facilities or on its website (www.agcharter.org). You may also telephone the AGCS main offices:

Early Learning Center: (610) 255-5325
State Road Campus: (484) 667-5000
Business Office: (610) 869-6290

Avon Grove Charter School Facility Use Application and Fee Schedule

Name of Lessee Organization: _____ Date of Application: _____

Name of Individual/Responsible Officer of Organization: _____

Address: _____ Phone/Cell #: _____

Email Address: _____ Fax #: _____

Classification (see below for details): Class I Class II Class III Class IV

Date(s) of event: _____ Facility: KELC State Road Campus

Equipment Requested: Sound/Lights Audio/Visual Equipment Internet Piano Tables Chairs

Whiteboard Podium Other _____

For the use of any movable equipment belonging to the AGCS, a deposit of \$100 must be attached to the application. The deposit will be promptly returned in full after the event if the equipment incurred no damage. Persons or organizations using school facilities, including a stage or stage equipment, shall not remove or displace furniture or apparatus including lights, curtains, ceiling balance, counter weights system or switchboard except when under the direct supervision of the designated school employee. When the stage is to be used, full details of equipment and personnel needed must be furnished with the application.

Campus Resource	Duration	Class I	Class II	Class III	Class IV
Main Campus 110 East State Road West Grove, PA 19390					
Soccer Field	Per use	No charge	\$10	\$25	\$50
	Seasonal (8+ uses per season)	No charge	\$80	\$200	\$400
	Yearly (15+ uses per year)	No charge	\$150	\$275	\$750
Gymnasium	Per use	No charge	\$10	\$25	\$50
	Seasonal (8+ uses per season)	No charge	\$80	\$200	\$400
	Yearly (15+ uses per year)	No charge	\$150	\$275	\$750
Classroom (Small Group)	Per use	No charge	\$5	\$8	\$10
	Seasonal (8+ uses per season)	No charge	\$40	\$65	\$80
	Yearly (15+ uses per year)	No charge	\$75	\$120	\$150
Collaboratory (Large Group)	Per use	No charge	\$15	\$25	\$35
	Seasonal (8+ uses per season)	No charge	\$120	\$200	\$280
	Yearly (15+ uses per year)	No charge	\$225	\$375	\$525
Auditorium-Practice (Limited to stage area and stage lighting)	Per use	No charge	\$15	\$25	\$35
	Seasonal (8+ uses per season)	No charge	\$120	\$200	\$280
	Yearly (15+ uses per year)	No charge	\$225	\$375	\$525
Auditorium-Performance (Full stage area, lighting and sound, full auditorium seating)	Per use	No charge	\$125	\$175	\$225
Cafeteria	Per use	No charge	\$5	\$8	\$10

	Seasonal (8+ uses per season)	No charge	\$40	\$65	\$80
	Yearly (15+ uses per year)	No charge	\$75	\$120	\$150
Kitchen		No charge	Special permission only		
Kemblesville Early Learning Center 1769 New London Road Kemblesville, PA 19390					
Soccer Field	Per use	No charge	\$10	\$25	\$50
	Seasonal (8+ uses per season)	No charge	\$80	\$200	\$400
	Yearly (15+ uses per year)	No charge	\$150	\$275	\$750
Gymnasium	Per use	No charge	\$10	\$25	\$50
	Seasonal (8+ uses per season)	No charge	\$80	\$200	\$400
	Yearly (15+ uses per year)	No charge	\$150	\$275	\$750
Classroom (Small Group)	Per use	No charge	\$5	\$8	\$10
	Seasonal (8+ uses per season)	No charge	\$40	\$65	\$80
	Yearly (15+ uses per year)	No charge	\$75	\$120	\$150
Cafeteria	Per use	No charge	\$5	\$8	\$10
	Seasonal (8+ uses per season)	No charge	\$40	\$65	\$80
	Yearly (15+ uses per year)	No charge	\$75	\$120	\$150
Kitchen		No charge	Special permission only		

Class I: Charter School Affiliated Organizations: Charter School student groups, school committees, home and school organizations, PTO, PTA, PAC, Boosters, clubs and athletic teams.

Class II: State-recognized charities, non-profit youth organizations, and other community non-profit organizations which are made up of 75% Avon Grove residents. Charities and not-for-profit organizations must provide proof of their 501(C)(3) status or Pennsylvania Charitable Organization status. [\[5\]](#)

Class III: University/Educational institutions and Pennsylvania Charitable Organizations (non-school related) where participants are less than 75% Avon Grove residents. The groups must provide proof of their 501(C)(3) status or Pennsylvania Charitable Organization status.

Class IV: All other organizations seeking to rent the Charter School buildings, facilities, or athletic fields. These groups must submit a list of at least three (3) references with contact names, addresses, and phone numbers with their completed application.

Tier 1 – Private enterprise/groups for benefit of youth or a youth group.

Tier 2 – Any entity that charges a fee, tuition, admission, etc., that does not meet the criteria of any other classification.

Reciprocal Agreement – Fees may be waived for organizations that provide in kind use of their facilities for AGCS activities. IF there is no reciprocal agreement, the organization will be charged fees based on the above guidelines.

Additional Personnel – Determination of additional personnel must be documented on this Application and the lessee will be charged the personnel fees as outlined in the fee schedule rather than the actual wage the person receives to assure that AGCS is compensated for all benefits and costs associated with employing individuals for building rentals. Please remit all payment for additional personnel directly to Avon Grove Charter School, not the individual employee.

If you require additional facilities workers or café staff present at your event, please attach a sheet with details to this Application at the time of submission. Please see Use of Charter School Facilities Policy for more information.

Campus Resource	Facilities Worker Rate	Café Staff Rate
Main Campus 110 East State Road West Grove, PA 19390	\$25 per hour	\$25 per hour

Kemblesville Early Learning Center 1769 New London Road Kemblesville, PA 19390	\$25 per hour	\$25 per hour
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ADDITIONAL FEES

Custodial overtime is charged to all groups using a facility when normal custodial coverage is not scheduled or additional time and/or custodial personnel are required for an event. Custodial rates include employee’s hourly wage and all related benefits (based on hourly wage). These charges will be billed to the organization following the event. Payment must be made directly to the Avon Grove Charter School c/o Business Office, 1769 New London Road, Landenberg, PA 19350 within thirty (30) days of receipt of invoice.

Individuals or groups not returning the facility to its original condition and/or set-up will be assessed a fee. The fee will be a minimum of \$50 or the actual cost of labor.

Costs incurred for responding to or resetting alarms during building use will be charged to the group(s) using the facility.

A school employee is required to be on site for the use of lighting or sound systems if proper training has not been provided prior to the facility use. A prevailing rate will be invoiced after the event covering set-up time, rehearsal time, and performance time if a staff member is necessary.

Security fees are charged to all groups who require security. These charges will be billed to the organization following the event. Security rates include the security employee’s hourly wage and all related benefits (based on hourly wage). Payment must be made directly to the Avon Grove Charter School c/o Business Office, 1769 New London Road, Landenberg, PA 19350, within thirty (30) days of receipt of invoice.

All additional fees/charges will be based on your actual use of the facility and will be included on an invoice sent to you after your event.

Fees may be waived or extra fees assessed per the discretion of the building administrator.

ACCESS TO BUILDINGS

If a facility is scheduled to be utilized outside of school hours and/if no AGCS personnel are present, groups may be given keys/key cards in order to access the building. It is expected that organizations/groups return any keys/key cards to the school after the facility use agreement period expires. Failure to return any key/key fobs will result in additional fees being assessed.

REFERENCES

All Class IV applicants must provide three (3) references, including names, addresses, and phone numbers. Please attach a sheet containing references to this Application.

SPECIAL REQUESTS

If you have any special requests not otherwise indicated above, please describe them in detail on an attached sheet.

Avon Grove Charter School
FINAL APPROVAL AND SUBMISSION DEADLINE

Final approval in all instances comes from the Business Office. In order to submit your application for timely consideration, please return all required documents, including the signed and completed Application, no less than 30 days prior to your first event.

I hereby acknowledge that I am at least 21 years old and a responsible officer of an organization seeking to rent the property and/or facilities of Avon Grove Charter School and that I have received and reviewed (1) the General Rules and Guidelines and (2) the Facility and Property Use Policy. By signing this Application, I accept all terms and conditions proposed by Avon Grove Charter School and agree to follow the policies contained herein.

Printed Name

Official Title

Signature

Organization

Date

Documents and Fees (for use by AGCS staff only)

CLASSIFICATION _____ **AMOUNT DUE** _____ **AMOUNT RECEIVED** _____

	Facilities Use Application
	AGCS Facilities Use Agreement
	AGCS Indemnification, Waiver & Release from Liability
	Certificates of Insurance (listing AGCS as Additional Insured)
	References (Class III & IV applicants only)
	Background Clearances:
	1. PA Department of Public Welfare Child Abuse History
	2. PA State Police Criminal History
	3. Federal Criminal History Record Information (FBI Report)
	Invoice Number: Paid: Check Number:

AVON GROVE CHARTER SCHOOL
INDEMNIFICATION, WAIVER AND RELEASE FROM LIABILITY

Brief Description of Proposed Facility/Field Use Permit date:

I, _____, do hereby AGREE TO INDEMNIFY, PROTECT, DEFEND, RELEASE AND FOREVER DISCHARGE Avon Grove Charter School ("School"), its board, agents, officers and employees, from any claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments and all costs, and expenses of any kind whatsoever incurred therewith, including reasonable attorneys' fees and costs of defense (collectively the "Losses"), directly or proximately resulting from personal injury, death and/or damage to property which may occur from my/our use of the School, and will assume sole and full responsibility for any third party claims for any of the aforementioned losses resulting from personal injury, illness, death or loss that may occur directly or proximately from our use of these facilities.

I do further agree to protect Avon Grove Charter School, its board, agents, officers and employees from any damages incurred by way of claim, demand or judgment and agree to reimburse said School for any loss, damage or cost incurred. I hereby indemnify, release, hold harmless, promise not to sue and waive any claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments and all costs and expenses of any kind whatsoever, incurred therewith, including reasonable attorney's fees and costs of defense, against Avon Grove Charter School and/or its board, agents, officers, and employees for any and all injury, death, illness/damage or loss to property or person, sustained directly or proximately caused by any negligence by the above named parties for allowing my use of the School facilities. I further agree to abide by all the rules and regulations pertaining to such activity as may be designated by Avon Grove Charter School, its board, agents, officers or employees. I further acknowledge that I have read the attached documentation, understand its terms and meaning and have made diligent inquiry concerning any questions about this document that I may have had. I do further agree to obtain any necessary School permits or other approvals and shall comply with all guidelines, regulations, and directives issued by the Avon Grove Charter School, its board, and/or administrators.

I affirm under penalties of perjury that I am at least 18 years of age or older, and that I executed the above and foregoing INDEMNIFICATION, WAIVER AND RELEASE FROM LIABILITY and that such are true and correct to the best of my knowledge and belief, this ____ day of _____, 20__.

Printed Name: _____

Signature: _____

Title: _____

Organization: _____

Address: _____

Phone Number: _____

AVON GROVE CHARTER SCHOOL
FACILITIES USE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the ____ day of _____, 20____, by and between **AVON GROVE CHARTER SCHOOL** ("School") and _____ ("User").

School owns that certain property located at 1769 New London Road, Landenberg, PA/110 E. State Road, West Grove, PA (*circle one*), a portion of which is _____ (*insert facility to be used*) (the "Property"), which portion User wishes to enter and temporarily use for the operation of

_____ during the following time(s): _____ (the "Activity"). No item of equipment owned by the School shall be considered part of this Agreement unless expressly set forth herein.

School is willing to permit User a limited license to enter upon and use the Property for the Activity subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, intending to be legally bound, the parties hereto agree as follows:

1. **Limited License.** School licenses and permits User, its officers, employees, agents, servants and guests (collectively, "User's Guests") to enter upon and use the Property only for the Activity, subject to all applicable laws, rules and regulations.

2. **Term.** This Agreement shall commence at _____ A.M./P.M. (*circle one*) on _____, 20____, and terminate at _____ A.M./P.M. (*circle one*) on _____, 20____ (the "Term"). All rental time shall be computed from the time of requested opening to closing of the doors. Closing time shall be the time when all persons associated with the rental have left the building. All functions shall close by 9:00 P.M. unless special permission is secured in advance from the principal or designee

3. **Fee.** In consideration of the limited license granted in this Agreement, User shall pay to School a non-refundable fee of _____ and ___/100 Dollars (\$_____), payable to School within the earlier of ten (10) days of receiving this signed Agreement from AGCS or ten (10) days of the first scheduled event. The fee will be determined by the consideration of multiple factors including the status of the User as a charitable organization and extra facility and café personnel provided by AGCS. AGCS reserves the right to submit an invoice to User after the event if additional custodial staff/overtime or security is required or if, upon post-event inspection, AGCS discovers property damage or excessive cleanup is required as a result of User's rental of the facility. Upon receipt of this invoice for additional charges, User will remit payment to AGCS within 30 days.

4. **Permits, Approvals and Consents.** User is responsible for obtaining and maintaining in good standing all required permits, approvals and consents (if any).

5. **Assumption of Risk.** User assumes all risk of injury (including death), property loss and damage arising out of User's and User's Guests' use of the Property under this limited license.

6. **Non-School Activity.** User shall not advertise, publicize, promote or otherwise describe the Activity as one which is sponsored by the School or use the School's logo or likeness in any such description of the Activity.

7. **Indemnification.** User shall protect, indemnify and hold harmless the School, its district, school board, employees, volunteers and agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property in or about the Property or arising out of the Activity or use of the Property by User or User's Guests or occasioned wholly or in part by any act or omission of User or User's Guests, whether prior to, during or after the Term, except to the extent such loss, injury or damage was caused by the gross negligence of School or its agents. User shall provide written notice to School within twenty-four (24) hours of the occurrence of any incident resulting in bodily injury or damage to School property or to others which occurs on School premises or is in any way connected with the Activity. Such notice shall include the time, place, circumstances under which the incident occurred and the names and addresses of any persons who witnessed the accident. User's obligations pursuant to this section shall survive the expiration or termination of this Agreement.

8. **Property As-Is.** The School will make every reasonable effort to provide the User with a clean and safe environment for its Activity, however, the School makes no representations or warranties as to the condition of the Property, and User agrees to accept the Property “As-Is”. Prior to scheduled use(s), User shall inspect the premises and determine that the Property is in proper and safe condition to be used for the Activity and any related uses. User shall notify School staff of the existence of any dangerous conditions, and reasonable accommodations and repair attempts will be made to facilitate the rental as arranged. If an immediate danger of injury to property or persons is present, User shall take affirmative steps where necessary to warn others or rectify any identified hazards. If unsatisfactory conditions are not rectified prior to the scheduled Activity, the Property shall not be used.

9. **Alterations.** User shall not make any alterations, additions, or improvements in or to the Property or any building or property owned by the School without the School’s prior written consent. Any furniture or equipment moved during the use of the Property shall be promptly returned to its original location immediately following the conclusion of the Activity, and the Property shall be left in a clean and tidy condition.

10. **Repairs.** User shall pay to replace or repair (at the School’s option) any School-owned property which is lost, stolen, damaged or vandalized during the use of the Property by User or User’s Guests and shall restore any area on the Property which is disturbed during the Term to the conditions existing prior to the commencement of the Term. Additional fees may be levied equal to the actual replacement, repair, or cleanup cost for any loss, damage, or condition resulting from any activity above normal wear and tear. Any custodial cleanup above normal wear and tear may be billed at one-and-one-half times the regular rate. Immediate notification will be given to the building supervisor of any conduct or circumstances which bring about an injury to persons or property, describing the injury or damage to property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.

11. **Insurance.** At least ten (10) days prior to commencement of the Term, User shall deliver to School an insurance certificate for commercial liability insurance naming School and its successors and assigns as their interests may appear as the certificate holder and additional insured with such limits as further contained in the Facilities and Property Use Policy; provided, however, that such limits shall not limit the liability of User under this Agreement. Upon demand by the School, User shall immediately provide to School the declaration page of the commercial insurance policy which designates the School and its successors and assigns as their interests may appear as additional insured.

12. **Background Clearances** – If a lessee is providing a student activity program specifically to Avon Grove Charter School students or is partnering with the Avon Grove Charter School to provide a student activity program and the lessee’s personnel is in direct contact with any Avon Grove Charter School student, background clearances are required, as mandated by the Pennsylvania Department of Education.

13. **Cancellation.** The School reserves the right to terminate this Agreement immediately by written notice to User if, in the School’s sole discretion, the School deems User to have violated any term of this Agreement. The School also reserves the right to cancel any Activity by ten (10) days prior written notice to User in the event the Property is needed for School purposes.

14. **Compliance with Laws.** User shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal governmental authorities, including but not limited to the Pennsylvania Charter School Law (24 P.S. §§ 17-1701-A – 1751-A), now in force or which may hereafter be in force, which shall impose any duty upon the School or User with respect to the use of the Property by User (including, without limitation, any and all state and federal copyright and trademark laws, whether statutory or common law). User shall also comply with the orders and regulations of all governmental authorities having jurisdiction over the School, User or the Property, and conform to all rules and regulations of the local fire department, local law enforcement, health and safety agencies and similar bodies.

15. **Presence of AGCS Staff.** A representative of the charter school assigned by the Head of School or their designee, paid or volunteer, to supervise events must be present in the facility during the permitted indoor event. Entities utilizing the school fields must have a responsible adult present for the permitted outdoor event.

16. **Compliance with School Rules and Regulations.** User acknowledges and agrees that any rules and regulations promulgated by the School have been provided to User and are incorporated herein as if set forth in their entirety. User further acknowledges and agrees that User and User’s Guests shall comply with any and all such School rules and regulations at all times while on the Property.

17. **Tobacco and Alcohol Prohibited.** User acknowledges and agrees that the use of tobacco products and alcoholic beverages is expressly prohibited during any Activity and on the Property and any School property.

18. **No Assignment.** This Agreement shall not be assignable by User, and User shall not assign any portion of the Property or School equipment to a third party.

19. **Limited Obligation.** User acknowledges and agrees that School has no obligation of any kind to User or User’s Guests with respect to the Property other than allowing User a limited license to utilize the Property for the Activity subject to the terms and conditions set forth herein.

20. **Incorporation of the Facilities and Property Use Policy.** The Facilities and Property Use Policy is attached hereto, is incorporated herein, and whenever applicable is contractual as a part of this Agreement as is set forth verbatim.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania; this Agreement may not be amended except by agreement in writing executed by School and User.

22. **Severability.** If any provision of this Agreement shall be held unlawful, invalid or unenforceable, that provision shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining provisions.

23. **Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original.

24. **Binding Agreement.** This Agreement shall be binding upon School and User and each of their respective heirs, successors and assigns.

IN WITNESS WHEREOF, School and User have signed this Agreement as of the day and year first above written.

AVON GROVE CHARTER SCHOOL

_____ (organization)

By: _____ (signature)

By: _____ (signature)

Printed Name: _____

Printed Name:

Title: _____

Title: _____



Book	Policy Manual
Section	5000 Property
Title	Use of Charter School Facilities [AGCS]
Code	5007
Status	Active
Adopted	April 19, 2022

Purpose

The Board of Trustees (Board) recognizes that although the primary purpose of the Charter School buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make facilities available to individuals and community groups without discrimination and in accordance with this policy. This policy establishes conditions, restrictions, and procedures for the use of Charter School facilities for nonschool-sponsored purposes.

Authority

The Board directs that use of Charter School facilities may be granted to individuals and community groups for the following types of activities:

1. Instruction in any branch of education, learning and the arts, consistent with the Charter School's mission.
2. Social, civic and recreational meetings, and other uses pertaining to the welfare of the community; but such use shall be non-exclusive and open to the public without charge.
3. Recreation, physical training and athletics, including competitive athletic contests for children and adults.

The Board shall establish a schedule of fees for the use of Charter School facilities by approved groups.

Delegation of Responsibility

The Chief Executive Officer or designee shall implement administrative procedures for requesting and granting permission for use of Charter School facilities, and shall distribute the necessary information to individuals affected by them.

An application for use of Charter School facilities may be disapproved because of noncompliance with established policy and administrative procedures by the Chief Executive Officer or designee.

Guidelines

Application Process

An individual or community group requesting permission to use Charter School buildings, facilities, or property must submit a written request on the prescribed application form at least 30 days in advance of the proposed date to the Business Manager. Applications must be properly completed and signed by a responsible officer of a group or individual who is at least twenty-one (21) years of age.

The application must specify the portion of the Charter School facilities or property requested for use; proposed activities; the estimated number of individuals participating; and the date, time, and duration of the proposed event.

Along with the completed application, the individual or group must submit the following:

1. Payment of the specified rental fee.
2. Evidence of organizational liability to limits required by the Charter School and listed on the application or administrative procedures.
3. Documentation evidencing the Charter School shall be held harmless by the user for any liability that arises from use of Charter School facilities or property by the individual or group
4. Appropriate background clearances if conducting an activity involving students.

Classifications

Facility use will be determined by the following classifications. Class I will have the highest priority and Class IV shall have the lowest priority. [\[3\]](#)[\[6\]](#)

1. Class I - Charter School Affiliated Organizations: Charter School student groups, school committees, home and school organizations, PTO, PTA, PAC, Boosters, clubs and athletic teams.
2. Class II - State-recognized charities, non-profit youth organizations, and other Charter School community non-profit organizations which are made up of 75% Avon Grove School District residents. Charities and not-for-profit organizations must provide proof of their 501(C)(3) status or Pennsylvania Charitable Organization status. [\[5\]](#)
3. Class III - University/Educational institutions and Pennsylvania Charitable Organizations (non-school related) where participants are less than 75% Avon Grove School District residents. The groups must provide proof of their 501(C)(3) status or Pennsylvania Charitable Organization status.
4. Class IV - All other organizations seeking to use the Charter School buildings, facilities, or athletic fields. These groups must submit a list of at least three (3) references with contact names, addresses, and phone numbers with their completed application.
 - Tier 1 – Private enterprise/groups for benefit of youth or a youth group.
 - Tier 2 – Any entity that charges a fee, tuition, admission, etc., that does not meet the criteria of any other classification.

School programs and activities have first priority for the use of facilities. Outside groups can not request a school group to vacate a facility or field.

The Charter School retains the right to exclude any facility, building, or field, from outside use despite a prior approval of use. The Charter School may remove a building or field from service for

maintenance, restoration, repair or other reason deemed appropriate by the Charter School.

Insurance and Releases

The individual or community group assumes responsibility for all participants and/or spectators for liability or injury resulting from accidents. All groups, except Class I groups, are required to have liability, casualty, or other insurance coverage protecting the Charter School as a named insured and shall provide evidence of such coverage which is acceptable to the Charter School and covers the duration of the facility use request. The insurance policy should provide a minimum coverage as follows:

- A. Workers Compensation - statutory limits
- B. Commercial General Liability Each Occurrence - minimum \$1,000,000
- C. General Aggr. Incl. Prdts/CO - minimum \$2,000,000
- D. Automobile Liability Combined Single Limit - minimum \$1,000,000

In addition, a separate Additional Insured Endorsement to the service provider's insurance policy must also be issued. This Additional Insured Endorsement must name "the Avon Grove Charter School, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

The group or organization must submit two (2) copies of certificates of insurance. The organization may not use the Charter School property until such certificates of insurance are in the hands of and approved by the Charter School. A copy of the group's proof of liability insurance coverage must be on file with the Charter School Business Office.

A responsible officer of the group or organization over the age of twenty-one (21) must also sign an Indemnification, Waiver and Release from Liability Form by which the group agrees to indemnify and hold harmless the Charter School, their agents or employees from and against all loss arising out of the use of the Charter School facility/property

The insurance forms must be submitted no later than ten (10) calendar days prior to the first event on the application. Failure to do so will automatically void the application. No signed Facilities Use Agreement will be issued until the appropriate certificates of insurance and signed Indemnification, Waiver and Release from Liability Form are submitted and approved.

Application Evaluation

No application to use Charter School facilities shall be approved if the proposed activity would result in any of the following:

1. Conflict with any Charter School-sponsored activity.
2. Access to Charter School facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action.
3. Access to Charter School facilities containing equipment or furnishings which would be detrimental to the operation of a program if damaged or operated by an unqualified operator.
4. The proposed use would prevent or encumber Charter School personnel from preparing facilities for their primary purpose, because of the nature or duration of the activity.

The Charter School reserves the right to deny the use of facilities for any reason and/or change restrictions within the Facilities Use Agreement.

Limitations

When individuals and community groups receive approval to use Charter School facilities under this policy, such use shall be conditioned upon strict compliance with the following:

1. Individuals shall not use, access or enter upon any portions of the Charter School facilities or their contents not specified in the approved application.
2. When advertising or promoting activities held at Charter School facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the Charter School.
3. When admission to an event or activity is charged, the applicant must pay all taxes and fees required by law; evidence of payment may be required by the Charter School.
4. Charter School equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of Charter School equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the Charter School. Additional fees may be assessed for the specific use of Charter School equipment.
5. Users shall be financially liable for damage to the facilities and for proper supervision of attendees.
6. Users agree to operate no concessions on the school property without prior written consent.
7. Users shall provide adequate security personnel or police coverage as deemed necessary by the Charter School for events where the activity is such that crowd and/or traffic control appears essential to the safety and welfare of the spectators and the participants, and the safety of the Charter School property. The Charter School has the authority to engage security personnel and call the police when, in its judgment, it becomes necessary and the user shall be charged the prevailing rate for such services.
8. A custodian, or designated Charter School employee, is required to be present in the building at any time the facilities are in use and is responsible to assure that participants use only authorized facilities. Additional fees will be assessed for required Charter School personnel based on the request. No custodial fees will be waived unless previously approved by the Board. No payments will be made directly to the custodian, including tips or gratuities.
9. All school buildings, facilities and athletic fields will be provided "as is." All facilities are to be left or returned to their original condition or set up. Special rules and/or regulations may apply to certain areas of usage for health, safety or other reasons.
10. It is the responsibility of the individual or organization to know and enforce all Charter School policies.

Rescheduling and Cancellation

If an individual or organization finds it necessary to reschedule a meeting or otherwise request specific changes to its rental application, it must contact the Charter School Business Office as soon as possible, but no later than ten (10) days prior to the first scheduled event. The Charter School will make an effort to coordinate with organizations seeking to reschedule, however, the Charter School offers no guarantee that it will be able to accommodate all such requests.

If an event is cancelled within one (1) week of its scheduled date, no refund will be issued except at the sole discretion of the Business Manager. If a single-use out of a multiple-day rental is cancelled, no partial refund will be given.

The Charter School will be closed during weather emergencies. Organizations should check local media and the school website for up-to-date information about whether the Charter School is open for operations.

If an event is cancelled without advance notice and Charter School staff has been made available for event purposes, the organization will be sent an invoice with the charges for those costs. All such payments would be due within 30 days of the event.

Prohibited Activities

The following activities are strictly prohibited in Charter School facilities when individuals and community groups are granted permission to use facilities:

1. Possession, use or distribution of controlled substances prohibited by state or federal law.
2. Possession of weapons.
3. Conduct that would alter, damage or be injurious to any Charter School property, equipment or furnishings.
4. Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations.
5. Use of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, as defined in the law.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)
6. Medical marijuana products as prohibited by federal law.
7. Possession, use or distribution of alcoholic beverages.
8. 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 Board or Charter School administration.[\[5\]](#)[\[6\]](#)

Violations

The Charter School reserves the right to remove from Charter School property any individual or community group who fails to comply with the terms and conditions of this policy and established rules and administrative procedures.

In the event an individual or community group violates this policy or the terms under which permission was granted to use Charter School facilities, that individual or community group forfeits the right to submit future applications to use Charter School property unless otherwise decided by the Board.

Fees and Classifications

Facilities Use fees will be charged for Class II, III, and IV groups and organizations. Class I is exempt unless otherwise determined. Rental fees must be paid within ten (10) days of the Charter School approving the Application and signing the Agreement or within ten (10) days of the first use, whichever event occurs first. If an individual or organization fails to return the necessary fees under the required timeline, the Charter School will cancel approval and the event will not be scheduled.

Student groups charging an admission fee and all Class II, III & IV users will be charged for special requests or services, including opening and closing buildings on weekends or if programs run after regularly scheduled hours.

All debts incurred as a result of the Agreement shall be deducted from the deposit, if collected, and the balance due of all said debts shall be paid within thirty (30) days of written notification to the group or organization. All checks must be made payable to the Charter School.

One (1) week's notice of cancellation is required. The applicant shall remain liable for the payment of any regular fees and custodial costs without such notice.

For the use of any movable equipment belonging to the Charter School, a deposit of \$100 must be attached to the application. The deposit will be promptly returned in full after the event if the equipment incurred no damage.

Individuals or groups not returning the facility to its original condition and/or set-up will be assessed a fee. The fee will be a minimum of \$50 or the actual cost of labor.

If there is damage to the Charter School facilities, property, or equipment during the group's use, charges will be assessed by the Charter School and communicated to the group. Payment will be due within thirty (30) days after the billing date. All checks should be submitted to the Charter School's Business Office.

Any outstanding fees or penalties must be paid before the individual or group may use any facility and no future permits will be considered until all fees and penalties are paid in full.

Fee Schedule

A fee schedule shall be determined by the Charter School. The fee schedule will be reviewed and approved annually by the Board.

The Chief Executive Officer or designee shall develop rules and regulations in the form of administrative guidelines for the use of school facilities.

Legal

1. [18 Pa. C.S.A. 6306.1](#)
2. [20 U.S.C. 7972](#)
3. [20 U.S.C. 7973](#)
4. [Pol. 7004](#)
5. [10 P.S. 328.101 et seq](#)
6. [61 PA Code 901.701](#)
- [61 PA Code 901.1](#)
- [20 U.S.C. 7905](#)
- [20 U.S.C. 7971 et seq](#)