



UPPER ARLINGTON SCHOOLS

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AGREEMENT FOR RENTAL OF UPPER ARLINGTON CITY SCHOOLS FACILITIES

The Board of Education of the Upper Arlington City School District ("Board") and

_____ ("Organization) and

_____ ("Designated Responsible Individual") agree as follows:

- 1. Permit to use School Facilities:** Upon the approval of the application submitted by the Organization and the Designated Responsible Individual, the Board, without further action, grants permission to use the school facilities ("Facilities") as described below. This agreement governs the use of the Facilities by the Organization and the Designated Responsible Individual.

School Facility(ies): _____

Date(s) _____

Time: _____

- 2. Rules Regarding Use of School Facilities:** The Use of the Premises is subject to the Rules Regarding Use of Facilities ("Rules"). The Organization and Designated Responsible Individual agree to the terms of the Rules. **Please note: All rental and leasing activities will be considered cancelled on days when the schools are closed because of either emergency conditions or hazardous weather.**
- 3. Payment of Fees:** The fees for the use of the facilities will be those fees specified in the Rules and itemized in an invoice that will be provided upon approval of the application. Payment will be due within fourteen (14) days of the event. Any excess payment will be refunded, while any shortage will be billed at the completion of the event and is the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the rental.
- 4. Responsibility:** The Designated Responsible Individual acknowledges responsibility for the Organization using the facilities. By Signing this Agreement, the Designated Responsible Individual agrees that he/she shall be present at all times while the Organization is using the Facilities or that one or more of the adults listed below shall be present while the Facilities are in use by the Organization. Adults who shall be present:

Printed name(s)

Phone number(s)



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- 5. Insurance Obligation:** The Organization, unless notified **by the District**, will be required to maintain liability insurance in this paragraph. The Organization or Designated Individual will maintain comprehensive public liability insurance insuring it and the Boards, its members, employees, and agents against all claims, demands and expenses sustained as a result of any claims related to the use of the Facilities with limits of at least **\$1 million** for injury or death to any one person, **\$1 million** for injury or death arising out of any one occurrence, and **\$1 million** for property damage arising out of any one occurrence. **Organization shall provide additional insured status to Upper Arlington City Schools and provide a certificate of insurance evidencing coverage.**
- 6. Indemnification:** The Organization and the Designated Responsible Individual, jointly and severally, will indemnify and hold the Board and its members, employees, and agents harmless from any and all claims and liabilities arising out of or related to use of the Facilities by the Organization or the Designated Responsible Individual, including but not limited to claims and liabilities for negligence and strict liability in tort, and from all costs and expenses, including but not limited to attorney's fees, incurred as a result of such claims or liabilities, except where such claims or liabilities result solely and proximately from the negligence of the Board.
- 7. Revocation of Right to Use Facilities:** The Board may revoke the right to use the Facilities at any time with or without notice. A refund, minus any costs and/or fees incurred, will be made.
- 8. Joint and Several Responsibility:** The Organization and the Designated Responsible Individual will be jointly and severally responsible and liable for: (a) paying for any damages to the Facilities or other school property, resulting from or related to the use of the Facilities by the Organization or the Designated Responsible Individual, (b) payment of all fees associated with such use of the Facilities, and (c) returning the Facilities to its normal condition, ready for school use including cleaning up and any debris and returning furniture, equipment, and material back to their original condition and arrangement.
- 9. Prohibition of Alcoholic Beverages, Drugs, and Tobacco:** No person who has any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage or intoxicant of any kind shall be allowed in or on school facilities, unless the use of such drug is authorized by a medical prescription. In addition, no person shall be permitted to use tobacco in any form while within any school facility or on school grounds including athletic fields and stadiums,
- 10. Notice of Dangerous Conditions:** The Designated Responsible Individual agrees: (a) to notify, in writing the Chief Operating Officer of the Board of the discovery or any dangerous conditions that exist or develop in or on the Facilities immediately upon such discover, and (b) immediately to cease any usage of Facilities which could result in damage to person or property.



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11. **Release of liability:** The Designated Individual agrees to examine the School Facilities and accept same in the condition they then exist and on behalf of him/herself and the Organization release the Board, its members and employees from any damage, loss or injury arising as a result of the use of facilities.
12. **Security:** A special duty officer will be required for every 500 people expected to attend a facility rental event. Special duty officers may be requested by calling or emailing the Upper Arlington Police Department contact person listed below. Thank you in advance for keeping our schools and your event safe.

Maria Coger, Administrative Assistant
Upper Arlington Police Department
3600 Tremont Road, Upper Arlington, OH 43221
614-583-5191
mcoger@uaoh.net

13. **Standard Operating Procedures:** The Representatives of the Organization and the Designated Responsible Individual are required to read and understand the Standard Operating Procedures for Indoor and Outdoor events. The procedures outline actions to be taken in emergency situations.

ICS Form 201

Standard Operating Procedures Indoor Events

Call 911 to give specific information as the nature of the event. Call 911 even if Special Duty Officers are on scene.

Life Safety is the most important task when dealing with any event.

Power Outage

Utilize portable address systems, if available, to advise crowd.

Short Term: Advise people to stay in their seat/area until more information is available.

Long Term: If power issue will not be resolved in a short amount of time, announcement will be made if the event is cancelled.

Fire

Use portable address system to advise people of the situation and directions they need to follow during the event to move them away from the scene so they do not interfere with First Responders. Clear a path from the road to the scene so there is a clear path for First Responders. First priority of attendees and participants is Life Safety, not fighting the fire. It is best to evacuate the area instead of attempting to extinguish the fire. Follow building evacuation maps and move 100ft from the building.

Severe Weather

All OHSAA rules for weather events will be followed. The user's representative will be responsible for monitoring the weather. In the event of severe weather, all occupants will move to the designated tornado safe areas of the building. All occupants will be encouraged to stay inside of the building until the event passes.

Disturbance

Fight – Notify Law Enforcement. On scene personnel will move towards the fight to direct bystanders away from the area.

Mass Injuries

Call 911. Clear a path for First Responders. First Responders will determine area for triage and treating the injured. Do not enter the affected area if the area is unsafe. If able, render First Aid until trained medical assistance arrives.

Shooter Event

If the shooter is in direct contact with occupants, on site school personnel, user representatives and First Responders will direct persons away from the shooter. US Homeland Security recommends Run, Hide, or Fight in these situations.

Threat

Bomb Threat – Call 911. Begin threat assessment process with First Responders to determine actions.

ADA Considerations

On site personnel will attempt to assist in moving attendees with limited mobility leave the area. Personnel will contact the Command Post if addition resources are needed and available.

ICS Form 201

Standard Operating Procedures Outdoor Events

Call 911 to give specific information as the nature of the event. Call 911 even if Special Duty Officers are on scene.

Life Safety is the most important task when dealing with any event.

Power Outage

Utilize portable address systems available to advise crowd.

Short Term: Advise people to stay in their seat until more information is available.

Long Term: If power issue will not be resolved in a short amount of time, announcement will be made if the event is cancelled.

Fire

Use portable address system to advise people of the situation and directions they need to follow during the event to move them away from the scene so they do not interfere with First Responders. Clear a path from the road to the scene so there is a clear path for First Responders. First priority of attendees and participants is Life Safety, not fighting the fire. It is best to evacuate the area instead of attempting to extinguish the fire.

Severe Weather

All OHSAA rules for weather events will be followed. The user's representative will be responsible for monitoring the weather. In the event of severe weather, all participants will move to the inside of the building. All attendees will be allowed inside of a building until the event passes.

Disturbance

Fight – Notify Law Enforcement. On scene personnel will move towards the fight to move students away from the area.

Mass Injuries

Call 911. Clear a path for First Responders. First Responders will determine area for triage and treating the injured. Do not enter the area if the area is unsafe. If able, render First Aid until trained medical assistance arrives.

Shooter Event

If the shooter is in direct contact with fans and participants, on site school personnel, user representatives and First Responders will direct persons away from the shooter.

Threat

Bomb Threat – Call 911. Begin threat assessment process with First Responders to determine actions.

ADA Considerations

On site personnel will attempt to assist in moving attendees with limited mobility leave the area. Personnel will contact the Command Post if additional resources are needed and available.



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14. Entire Agreement: This document constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications with respect to such subject matter.

The undersigned acknowledge that they have read the Agreement for Rental of Upper Arlington City Schools' Facilities and fully understand its provisions and binding effect

Signature _____, **Representative of Organization**

Print Name _____ **Date** _____

Signature _____, **Designated Responsible Individual**

Print Name _____ **Date** _____

Signature _____, **Superintendent/Designee**

Print Name _____ **Date** _____

Adopted August 1984, Revised 11/2022