

FINDLAY CITY SCHOOLS

FACILITY RENTAL TERMS & CONDITIONS

- 1. Responsibility and Rules Regarding Facility Use.** In addition to the regulations set forth herein, the use of District facilities is subject to all applicable laws, regulations, rules, and Board policies, including, but not limited to, Board Policy KG and Regulation KG-R (“Rules”). The Organization, the Responsible Individual, and each participant agree to the terms of the Rules and shall abide by them at all times while present on and/or using the Facilities. **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. The District further reserves the right at all times to revoke the right to use its facilities with or without notice with a refund made at the discretion of the Superintendent, or designee based on the reason for the revocation.**
- 2. Payment of Fees.** The fees for the use of the Facilities will be those fees adopted by the Board 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, and any shortage will be billed at the completion of the event and is the responsibility of the Organization and/or Responsible Individual. Notice of cancellation must be received at least three (3) calendar days prior to the rental. The District reserves the right to request payment of estimated fees in advance.

Each group requesting the use of District premises must use the services of a District custodian, except as exempted by the administrator in charge of the building or other authorized administrator and must pay for such services (the custodian’s overtime, including cleanup time, will be charged at the appropriate hourly rate). Additional custodial services required for work not done satisfactorily will be paid for by the Organization and/or Responsible Individual. When kitchen facilities are requested by an outside group, food service personnel shall also be required, and applicable charges will apply. **The District reserves the right to sell concessions and/or charge fees for parking on District property at any event at its sole discretion.**

Requests for use of District-owned equipment are not included in the direct or indirect costs and shall be charged based on request and type of equipment. Uses of stages, furniture, and equipment must be arranged for in advance. Setup and cleanup may be performed by members of the group using school premises, provided the Responsible Individual(s) are listed on the application. Arrangements must be made with the building administrator for the use of any special or extra equipment. Extra compensation paid to employees for moving, operating, or supervising special or extra equipment will be charged to the Organization/Responsible Individual.

- 3. Supervision.** Each group requesting the use of District premises must indicate the Responsible Individual on the attached application, who is satisfactory to the administrator in charge of the building and who will serve in a supervisory capacity during the use of the facilities. If the Responsible Individual is not satisfactory to the administrator in charge, the administrator shall appoint a supervisor and the pay shall be charged to the Organization. Responsible Individuals are responsible for the enforcement of all rules and procedures regarding the use of District premises and must ensure that attendees/participants will only access/use authorized areas of school premises, and the entrances thereto. The custodian on duty is directed not to open/provide access to school premises until the Responsible Individual for the sponsoring group is on duty. The Responsible Individual shall be present at all times while the facilities are in use. The Responsible Individual and all participants must take reasonable steps to ensure orderly behavior.
- 4. Specifically Prohibited Conduct.** In addition to all prohibitions contained in the applicable Rules, users are specifically advised that the following are prohibited at all times on all district facilities: (a) smoking and the use of tobacco substitute products; (b) sunflower seeds, gum, and metal spikes on any of the turf fields;

(c) alcoholic beverages; (d) controlled substances. The use of any materials on turf and/or floors or other parts of the building is strictly prohibited without specific approval in writing from the building administrator.

No hazardous materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought onto school premises or used in any way, without specific approval in writing from the building administrator.

No rides or attractions, including but not limited to, trampolines, enclosed or air-supported structures of any type (e.g., bouncy houses), climbing walls or ropes, shooting activities, including bows or arrows, or similar equipment or related devices will be brought onto school premises or used in any way, without specific approval in writing from the building administrator. Skateboards and other equipment that constitute a safety hazard to students shall not be allowed on District premises at any time. Flyers, booklets, or other printed or audio-visual materials may not be distributed unless they relate directly to the activity for which the school premises are being used.

All decorations must be fireproof and shall be erected and taken down in a manner not destructive to District property. Decorations are subject to the approval of the building administrator. Corridors, exits, and stairways must be free of obstructions at all times.

5. **Liability for Damage.** The Organization, the Responsible Individual, and the participants shall be jointly and severally responsible and liable for any and all losses or damages to District property, including property of students and employees. Additionally, the Responsible Individual shall provide written notice to the District of any hazardous or dangerous conditions observed on District property, and/or any accident resulting in bodily injury or damage to District property caused by a person attending or participating in the program or activity. The notice must be provided within twenty-four (24) hours of the accident and must include the name and address of the person involved in the accident, the name and address of any witnesses, and details regarding the time, place, circumstances, and nature of the injury or property damage.
6. **Insurance.** The Organization or Designated Responsible Individual will maintain [comprehensive public liability insurance](#) insuring it and the Board, 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 one-million dollars (\$1,000,000) for injury or death to any one person, one-million dollars (\$1,000,000) for injury or death arising out of any one occurrence, and one-million dollars (\$1,000,000) for property damage arising out of any one occurrence. The Organization or Designated Responsible Individual shall provide additional insured status to the Board and provide a certificate of insurance coverage to the Treasurer's office at least one week prior to the event date.
7. **Indemnification.** The Organization, the Responsible Individual, and each participant, jointly and severally, will indemnify and hold the Board, its members, employees, and agents harmless from any and all losses or damages affecting the Board and/or the Facilities, and/or any and all claims and liabilities for harm or damage to person(s) or property arising out of or related to use of the facilities by the Organization, the Responsible Individual, the participants, or any other authorized or unauthorized person(s) attending the event and/or using the facilities during the rental period, 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.
8. **Timing and Use Restrictions.** Buildings and facilities will normally be open thirty (30) minutes before the activity and thirty (30) minutes after its scheduled end unless other arrangements are requested on the application and approved. Use during summer vacation, on holidays, or during other vacation periods shall not conflict with building or facility cleaning and renovating programs and will depend on the availability of building service personnel for supervision. Gym usage will be limited to two (2) hours per day, except for tournaments or special events. In-season sports take precedence regarding facility use. Coaches may request facility use for events and activities that are for their Findlay Schools team. Coaches wanting to hold an event or activity for Findlay students who are not on their team must submit for approval as a district-sponsored activity. All other events or activities must be submitted as a community use event. Separate liability insurance would be required.
9. **Release of Liability.** The Organization and/or the Responsible Individual agrees to examine the Facilities

and accept the same in the condition they then exist, and on behalf of him/herself, the Organization, and the participants, release the Board, its members and employees from any damage, loss, or injury arising as a result of, or in connection with, the use of the facilities. **Each attendee/participant shall complete the waiver attached hereto prior to participating in any activity on District property.**

WAIVER AND RELEASE OF LIABILITY

Event/Activity: _____

Date: _____

Participant Name: _____

Phone: _____

The undersigned hereby acknowledges their understanding that participating in the above event/activity is voluntary and conditioned upon compliance with the following safety precautions and acceptance of the following terms and conditions.

1. The undersigned understands that participation/attendance at the above-identified activity involves risks and dangers including, but not limited to accidents, illnesses, and death, including but not limited to COVID-19 and any related or derivative disease or condition. In exchange for the Board allowing such participation/attendance, the undersigned hereby assumes all risks, including those set forth above, and releases, discharges, promises not to sue, and/or waives any and all liability, claims, damages, causes of action and/or demands against the Findlay City School District Board of Education ("Board") and its officers, agents, and/or employees of every kind and nature which may arise from or in connection with the activity. The undersigned further agrees to indemnify and hold harmless the Board and its officers, agents, and/or employees from any claim arising out of or related to their participation/attendance at the activity, including reasonable attorney fees.
2. The undersigned agrees to comply with any and all federal, state, and Board laws, rules, and regulations, including but not limited to those related to health, safety, and/or the spread of contagious disease, including but not limited to COVID-19 and any related or derivative disease or condition and agrees and understands permission to use the Board's facilities may be revoked at any time.
3. If any portion of this waiver is found invalid, the remaining portions of the Agreement shall continue to apply with full legal force and effect.

By signing below, the undersigned acknowledges that he/she has read and understands the above terms and voluntarily accepts them.

Participant Name

Signature

Date

Parent/Guardian Name, if
Participant/Spectator is Under 18