

*Use of District Facilities- Valley Forge Elementary School Tennis Courts*Use of Tennis Courts

1. All users requesting advance reservations for the Valley Forge Elementary School tennis courts (“Courts”) are required to submit a written request using the Application and Agreement Form (AAF) in the form maintained by the Business Office. This form is located on the District website.
2. An authorized organization representative must sign each AAF for each court request. This person will be responsible for the proper court use and the contact person for District administration.
3. All requests should be made at least ten (10) business days prior to the scheduled court use, but no sooner than six (6) months. No contract will be longer than twelve (12) months in duration. Exceptions can be made at the discretion of the appropriate administrator.
4. Users will be prioritized within each classification based on the groups they serve, the number of T/E participants and the frequency of their facility use.
5. Users will receive final approval for their court use requests when the approved AAF is signed by the Business Manager and a copy of the signed AAF is returned to the requester.
6. Applicants will be notified if approved or not approved for use.
7. User requests for use of the Courts should be received by August 1. The User requests submitted throughout the year, will be notified of their approval within twelve to fourteen (12-14) business days after receipt.
8. After approval of the AAF is processed, the Business Manager will distribute copies to the appropriate support personnel.
9. Users may not assign the approved agreement or sublet the Courts.
10. Users understand that the AAF is limited to use of the designated Courts. The user may not access other parts of the facility, building or court not expressly set forth on the AAF. In particular, where school buildings are under construction, it is imperative that users remain in the permitted area. The user is responsible for supervising all individuals in their group. The District reserves the right to terminate AAFs or refuse to issue future AAFs to users who fail to abide by this provision.
11. Once the AAF is approved, the user will not be reprioritized or denied use unless the District determines there is a District or Class A user need for the space.
12. If classification is contested the request shall be referred to the Superintendent or designee.
13. User fees for use of the Courts are designated in Regulation 7040, Appendix B and C, where applicable.
14. Charges for all facility requests will be estimated in advance of the activity itself. An invoice will be sent at the conclusion of contracted dates as specified on AAF application. Added fees may be assessed for additional rental time and/or excessive and unexpected clean up or support services.
15. If two (2) unrelated organizations use the Courts at the same time, each will pay all required fees in full.
16. Programs run by TESD school-sponsored activities or student organizations or TESD Partner Organizations that charge admission, or a signup fee, with 50% or greater of the proceeds going directly to TESD students or the District will incur no rental charge. The District reserves the right to request an accounting of the proceeds and the costs of running the program (example: PTO run Summer Games for Fun). Any other user charging admission or using the Courts for fund raising purposes will be charged all required fees unless 50% or greater of the proceeds go directly to TESD students or the District.
17. The District reserves the right to charge a security deposit for any user.
18. All charges are payable within thirty (30) days after the billing date. The District reserves the right to assess late fees of up to one percent (1%) per month when bills are not paid on time.
19. Construction/renovations at any of the District’s buildings may require that utilities be cut off for a period of time. The District reserves the right to terminate the use of the Courts for that time period with twenty-four (24) hour notice to the User.

20. In the event that a user needs to cancel, the user shall inform the District in writing to the Business Manager two (2) weeks prior to the scheduled event or pay as liquidated damages the rental fee heretofore provided. There will be no refunds of rental fees for cancellations requested less than two weeks prior to the scheduled use of facilities. This applies except when cancellation is due to a District decision for weather or other circumstances.
21. Any user is required to restore or pay for the restoration to original condition, at the discretion of the District, any property destroyed or suffering from more than normal wear and tear. The District shall be the sole judge of destruction of property or excessive wear and tear.
22. If there are questions or concerns regarding the condition of the Courts, please contact the Business Manager.

### Use by Individuals

Individuals who are residents of the District may use the Courts on a first-come first-served basis subject to time and use regulations posted on the Courts.

Individuals who reserve the Courts in advance in accordance with Policy 7040 will be granted priority over other individual residents.

### General Rules and Conditions

1. Hours of Operation:
  - a. The Courts are closed during school hours.
  - b. The Courts will open for the public during non-school hours.
  - c. The Courts may not be used after sundown.
  - d. Portable lights may not be brought in.
2. The following are prohibited:
  - a. Use of tobacco, alcohol and controlled substances.
  - b. Bicycling, skateboarding, skating, or any other use other than tennis. Violators will be prosecuted under PA Statute Title 18, Sec. 3503 and PA (b) (6.1) and Public School Code, Sec. 7-777.
3. Food and gum are not permitted on the Courts. All beverage containers must be disposed of properly.
4. No individual or group will be permitted use of the Courts if it interferes with school programs. The Business Manager, building Principal, Athletic Director, or their designee, may cancel any AAFs for school use should conflicts with school programs develop.
5. School authorities reserve the right to limit, restrict, or prohibit proposed school facilities use when this use is not in the interest of the District or community.
6. Under no circumstances may any individual who is being privately paid to instruct a student, conduct that instruction on the Courts without the express written permission of the Superintendent or designee.
7. Users recognize the fact that the District is making its Courts available to the community in accordance with Board Policy. Administrative Regulations do not create any right for the user to the continued use of the facilities except at the discretion of the District.
8. The District is not responsible for clearing of snow from the Courts or the adjacent walkways prior to any event.
9. The clearing of snow from the Courts is prohibited unless authorized by the District.
10. No portable sound systems are permitted when using the Courts.
11. No dogs are permitted on the Courts or surrounding area.
12. Proper foot attire is required on the Courts.

13. Users are responsible for damage to the Courts. If user finds the part of the premises approved for use to be damaged or defective, the user should report this condition as soon as possible, preferably before using the Courts.
14. The District reserves the right to close the Courts for safety concerns related to construction, field renovations, or any reason that the District feels necessary. Use of the Courts is automatically cancelled when the facilities are closed by school authorities because of local, state, or national disaster, or emergencies (fire, flood, storms, or mechanical failure) as well as weather-related school closings. It is the user's responsibility to verify the availability of the Courts.

#### **Insurance Requirements (Advance Reservation Users)**

1. Class A and B users who request use of District facilities MUST get preapproval from the Business Office for the specific activities they are sponsoring in our facilities in order to ensure that appropriate and necessary insurance coverage is in place. The District will indemnify and hold harmless the Class A and B users only to the extent the coverage is provided through the liability insurance policies carried by the District. The coverage will be extended only for activities on school property and for activities that the District has designated as "School District-sponsored."
2. Class B users must submit to the appropriate building administrator a list of planned activities for the school year no later than two weeks prior to the start of the school year or the scheduled event. The administrator will forward the list of activities to the Business Manager, who will forward this list to the insurance carrier for review. The Business Manager will transmit the carrier's approval or disapproval of activities to the administrator, who will then notify the organization of the insurance carrier's responses and whether the activities will be designated as "School District-sponsored".
3. When the AAF is submitted, users in Class C, D, DD, E, EE, and G must provide a Certificate of Insurance (listing the District as a certificate holder) to the Business Manager or designee. This certificate must be received at least twelve (12) business days before any scheduled use of the facility. The minimum insurance limits provided shall be \$1,000,000 combined single limit of Bodily Injury/Property Damage. The user must assume full responsibility for personal injury to participants and spectators. Additional general liability of \$1,000,000 Sexual Abuse & Molestation coverage may be required.
4. The requirement for a Certificate of Insurance for Class C, D, DD, E and EE users is waived when the request is for a meeting held in a regular classroom for purposes of discussion and when attendance is not expected to exceed thirty-five (35) people.
5. Any facility user that employs non-District personnel to work for them on District property must provide proof of Worker's Compensation Insurance. By signing the AAF, the User agrees to indemnify and hold harmless the District for any claims made against the District for Worker's Compensation Insurance by any persons performing work on behalf of User on District Property.
6. The District retains the right to require the User to furnish evidence of additional insurance in cases of unusual hazard.

**Appendix E**

BLDG. \_\_\_\_\_

**TREDYFFRIN/EASTTOWN SCHOOL DISTRICT**  
 940 West Valley Road, Suite 1700, Wayne, PA 19087 610.240.1900

**APPLICATION AND AGREEMENT FORM (AAF) FOR USE OF SCHOOL DISTRICT FACILITIES**

Agreement between the Tredyffrin/Easttown School District ("T/E") and \* \_\_\_\_\_ ("User" **Exact Name of Organization**); Witnesseth, that the noted User is applying for the use of the following:

\* \_\_\_\_\_ at \* \_\_\_\_\_ for the following date(s) and time(s),  
 (Facility, Room(s), Field(s) (TE School/Building)

Date(s): \_\_\_\_\_ Day of Week \_\_\_\_\_ Time: from: \_\_\_\_\_ to: \_\_\_\_\_  
 Date(s): \_\_\_\_\_ Day of Week \_\_\_\_\_ Time: from: \_\_\_\_\_ to: \_\_\_\_\_  
 Date(s): \_\_\_\_\_ Day of Week \_\_\_\_\_ Time: from: \_\_\_\_\_ to: \_\_\_\_\_  
 Date(s): \_\_\_\_\_ Day of Week \_\_\_\_\_ Time: from: \_\_\_\_\_ to: \_\_\_\_\_  
 Date(s): \_\_\_\_\_ Day of Week \_\_\_\_\_ Time: from: \_\_\_\_\_ to: \_\_\_\_\_

(If necessary, please attach additional sheet using the same format as above)

for the sole purpose of \_\_\_\_\_, subject to the terms and conditions expressed on page 2  
 (List the title and describe the event)  
 of this form and in Policy 7040 and Regulation 7040.

**AAF FORMS MUST BE SUBMITTED 12 BUSINESS DAYS IN ADVANCE OF EVENT BUT NO SOONER THAN 6 MONTHS.**

\*Signed \_\_\_\_\_  
 (User or User's Contact and Certificate Holder)

\*Name (Print) \_\_\_\_\_

\*Telephone # \_\_\_\_\_

\*Cell Phone # \_\_\_\_\_

\*Address \_\_\_\_\_

\*Email Address: \_\_\_\_\_

**\* Billing Information**

\* Organization: \_\_\_\_\_

\* C/O: \_\_\_\_\_

\* Address: \_\_\_\_\_

\* Phone #: \_\_\_\_\_

\* Non Profit Status: \_\_\_\_ Yes \_\_\_\_ No

If yes, then applicable documentation must be submitted with this form.

\*Is your primary function to enhance the community by providing service to Tredyffrin/Easttown youth and/or adults? \_\_\_\_ Yes \_\_\_\_ No

\*Does your group actively support the students' educational program? \_\_\_\_ Yes \_\_\_\_ No

\*Are you a current or former TESD employee? \_\_\_\_ Yes \_\_\_\_ No \*Do you live within the boundaries of T/E School District? \_\_\_\_ Yes \_\_\_\_ No

\*Estimated number of TESD resident participants \_\_\_\_\_ \*Estimated number of non-TESD resident participants \_\_\_\_\_

\*Date: \_\_\_\_\_ \* Are you charging an admission fee or tuition for this event?  
 \_\_\_\_ Yes \_\_\_\_ No

\* All items marked with an asterisk (\*) are required to be completed by the User.

User's signature on this form attests that the information submitted is true and accurate and constitutes acknowledgement that User has read and understands the School District's Policy and Administrative Regulations on the Use of Facilities as well as the text on page 2 of this document.

CLASSIFICATIONS - Please see Policy 7040, Use of Facilities, for Classification Definitions

**NOTE: ALL ACTUAL CHARGES ARE ASSESSED BY BUSINESS OFFICE AFTER USE – PLEASE NOTE THAT IF PAYMENT IS MADE PRIOR TO THE END OF THIS AGREEMENT, ADDITIONAL CHARGES MAY BE INVOICED IF NECESSARY.**

The District reserves the right to assess late fees of up to 1% per month.

**PLEASE MAKE ALL CHECKS PAYABLE TO: TREDYFFRIN/EASTTOWN SCHOOL DISTRICT**

**DO NOT COMPLETE THIS SECTION OF THE AAF**

**DATE AAF RECEIVED IN THE BUSINESS OFFICE** \_\_\_\_\_

User Classification: \_\_\_\_

Approved: \_\_\_\_

Not Approved: \_\_\_\_

Explanation if Not Approved: \_\_\_\_\_

<b>ESTIMATED</b> Rental Charge:	\$
<b>ESTIMATED</b> Support Staff Charge:	\$
<b>ESTIMATED</b> Total:	\$

Signed: \_\_\_\_\_  
 (Business Manager) (Date)

**TREDFRIN/EASTTOWNSCHOOL DISTRICT**  
**940 West Valley Road, Suite 1700, Wayne, PA 19087 610.240.1900**  
**APPLICATION AND AGREEMENT FORM (AAF) FOR USE OF SCHOOL DISTRICT**  
**FACILITIES**

1. **Notwithstanding fees stated on the AAF, additional fees may be levied if the School District incurs additional expense as explained in Regulation 7040. All charges are payable within 30 days after the billing date. The District reserves the right to assess late fees of up to 1% per month. Any individual or organization not satisfying the bill within ninety (90) days may be denied the privilege of further use of school facilities until all outstanding charges are paid.**
2. All facilities must be left in the same condition as found.
3. Should conflicts with School programs develop, the building Principal, Athletic Director, or their designee, may cancel any Application and Agreement Form (AAF).
4. This AAF is subject to the appropriate support personnel being available and willing to work as needed. T/E reserves the right to cancel any use of facility when custodial or kitchen services are not available for any reason and upon giving the User three (3) days notice prior to the time the use is to commence.
5. The T/E School District reserves the right to cancel this agreement should other circumstances necessitate, like inclement weather which forces schools to close or be closed early.
6. **In the event that a User needs to cancel, User shall inform T/E in writing to the Business Manager (at address listed above) two weeks prior to the scheduled event or pay as liquidated damages the rental/impact fee heretofore provided. This applies except when cancellation is due to a school district decision for weather or other circumstances. It is the User's responsibility to verify building availability. If TESD determines, in its' sole discretion, that a User cancels reservations with regularity, TESD has the right to reconsider that organization's priority in subsequent use of facilities requests.**
7. User agrees to comply with all ordinances, statutes, and regulations of all Local, State and Federal authorities and agencies; and User hereby indemnifies T/E and agrees to hold T/E harmless from all penalties, fines, costs, damages and expenses resulting from failure to do so. User further agrees to indemnify and save T/E harmless from all loss damage, liability, claims and demands, whether involving misconduct, negligence or otherwise, arising out of or resulting from such use of the premises.
8. **User agrees to provide T/E with evidence of insurance coverage as required in the Administrative Regulations on Use of District Facilities. By signing the AAF, the User agrees to indemnify and hold harmless the District for any claims made against the District for Worker's Compensation Insurance by persons performing work on behalf of User on School District property.**
9. The District will determine if the night and weekend temperature setbacks should be changed during the period of use, especially in the athletic areas.
10. **The User may not assign the approved agreement or sublet the premises.**
11. Subject to provisions of paragraph 10 hereof, this agreement shall be binding upon the heirs, executors, successors and assigns of the parties and shall be interpreted under the laws of the Commonwealth of Pennsylvania. Disputes shall be resolved by arbitration under the rules of the American Arbitration Association.
12. The use of alcohol and/or tobacco products is prohibited on all T/E property both inside and outside of school buildings.
13. User understands that this AAF is limited to use of the designated facility, building or field. User and anyone accessing the facility through the User ("User Group") may not access other parts of the facility, building or field not expressly set forth on this AAF. In particular, where school buildings are under construction, it is imperative that User and User Group remain in permitted area. User is responsible for supervising all individuals in User Group. T/E reserves the right to terminate AAFs or refuse to issue future AAFs to Users who fail to abide by this provision.
14. Construction/renovations at any of T/E's buildings may require that utilities be cut off for a period of time. T/E reserves the right to terminate the use of the building for that time period with 24 hours notice to the User.
15. User recognizes the fact that T/E's making its facilities available to the community in accordance with Board policy and administrative regulations, does not create any right for the User to the continued use of the facilities except at the discretion of T/E.
16. User agrees that in case of damage to facilities, the User shall compensate T/E in full.
17. Use of on premise climbing walls, gymnastics apparatus, or other items noted in School District Regulation 7040, by User groups at any T/E school is strictly prohibited unless otherwise approved by the appropriate administrator. User agrees to advise its own User group that the use of on premise climbing walls, gymnastics apparatus, or other items noted in School District Regulation 7040, is prohibited and that the District will not be responsible for any injuries occurring as the result of any use of the items.
18. **Upon request, the District may ask the User to provide proof of residency of the group members in order to determine the appropriate User Classification.**

User Initials \_\_\_\_\_

Date \_\_\_\_\_