

Palmerton Area School District

Facility Use Terms and Conditions

1. Definitions and User Categories

Facility use is classified into the following categories:

- **Category A – School Organizations:** District-sponsored groups under direct administrative supervision (e.g., school teams, clubs, performances).
- **Category B – School-Related Organizations:** Groups connected to district programs (e.g., PTOs, parent groups, advisory councils).
- **Category C1 – Recreation & Civic Organizations:** Local, community-based organizations primarily serving district residents (minimum 85% PASD residents).
- **Category C2 – Revenue-Generating Civic/Recreation Events:** Category C1 organizations charging admission.
- **Category D – Commercial Organizations:** For-profit entities.
- **Category E – Other Organizations:** Groups not otherwise classified.

2. Scheduling Priority and Access

- **Category A groups receive first priority** for all facility scheduling.
- Designated scheduling windows apply for school-sponsored athletics and activities.
- The District will finalize its internal calendar before accepting external requests.
- **School District events always take precedence**, including rescheduled events.
- A **facility blackout period in May** applies to High School facilities (unless approved by the High School Principal).
- **Sunday use is restricted** to district-approved events unless special approval is granted.

3. General Use Requirements

- All facility requests must be submitted by **one designated organizational representative**.
- The District reserves the right to:
 - Deny requests to ensure **equitable access**
 - Prevent **monopolization of facilities**
 - Cancel events due to emergencies, weather, or district needs

4. Supervision, Access, and District Coverage

- A **district employee must be present** for all approved activities.
- Buildings will be unlocked and secured by district personnel only.

- Users are responsible for:
 - Participant and spectator behavior
 - Maintaining order and safety
- The District may require **security personnel at the organization's expense**.

5. Fees and Costs

- Users in groups C2, D, and E are responsible for all applicable:
 - Rental fees
 - Custodial fees
 - Utility and service costs
- **Fee Schedule is available from the Facilities Department**
- **Custodial coverage is required** for all building use.
- Custodial staff are **not responsible for supervision** of event attendees.
- Specialized facilities (e.g., auditorium, stage) may require additional staff at user expense.

6. Insurance and Liability

- Category B, C, D, and E users must provide:
 - Certificate of Insurance at least **30 days prior to use**
 - Minimum coverage:
 - \$1,000,000 liability
 - \$100,000 property damage
 - Must name **Palmerton Area School District as Additional Insured**
- Users assume **full liability** for:
 - Damage to property
 - Injury or incidents involving participants or spectators
- Users agree to **defend, indemnify, and hold harmless** the District and its employees from all claims.

7. Prohibited Activities

The following are strictly prohibited:

- Smoking, vaping, alcohol, or illegal substances
- Unauthorized access to kitchens or food preparation areas
- Use of non-approved cooking equipment
- Unauthorized vendors, food trucks, or subcontractors
- Parking in restricted areas (including Fireline Road)
- Pets or other animals

Violations may result in **immediate termination of facility use and denial of future access**.

8. Food, Beverages, and Facility-Specific Rules

- Food service requires **prior district approval**
- **No food or beverages are permitted in the auditorium**
- Concessions must follow district health and safety regulations

9. External Vendors and Third Parties

- Outside vendors, entertainers, or service providers are **not permitted without prior approval**
- Unauthorized third-party use will result in **termination of the agreement**

10. Rescheduling and Cancellations

- District events (games, performances, essential practices) take precedence over all external bookings
- The District will attempt to provide alternative accommodations when possible
- All events are **automatically canceled** if the District is closed

11. Acknowledgment and Agreement

By submitting a facility request, the organization certifies that it:

- Has read and understands all District policies and procedures
- Agrees to comply with all rules and regulations
- Accepts full responsibility for all participants and attendees
- Agrees to all financial, legal, and operational obligations outlined herein