

Coatesville Area School District

ADMINISTRATIVE REGULATION
APPROVED: July 25, 2017
REVISED: May 10, 2023

707-AR-2 APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization: _____ Date: _____

Billing Address: _____

Nonprofit Organization

Yes _____ No _____

If Yes, you must include a copy of your 501c(3) form.

Building Requested: _____

Location Requested: _____

High School Elementary Schools

Middle School

Classroom(s) _____

Classroom(s) _____

Classroom(s) _____

Gymnasium _____

Gymnasium _____

All Purpose Room – Whole _____

Auxiliary Gym _____

Pool _____

All Purpose Room – Half _____

Auditorium _____

Auditorium _____

Kitchen _____

Library _____

Library _____

Library _____

Lobby _____

Lobby _____

Lobby _____

Athletic Field(s) _____

Athletic Field(s) _____

Athletic Field(s) _____

Specify Field _____

Specify Field _____

Specify Field _____

Other _____

Other _____

Other _____

Dates Requested: _____

Please note: For those organizations requesting outdoor facilities, please complete two applications, one for the fall and one for the spring.

Dates Requested: S M T W TH F S **Times:** From _____ To: _____

Requirements needed (safety equipment, police, custodial): _____

Expected attendance _____ Will admission be charged? Yes _____ No _____ If Yes, amount \$ _____

A waiver of fees in the amount of \$ _____ is being requested for the following reasons:

707-AR-2 APPLICATION FOR USE OF SCHOOL FACILITIES – Pg. 2

I have read the rules, Administrative Regulations and Board Policy on the Use of School Facilities, and I understand that these are a condition of the lease; And I understand that when the application is properly approved, it is a lease, in fact. I understand that failure to abide by the rules, Administrative Regulations, and Board Policy on Use of School Facilities will result in the immediate discontinuance of use privileges. In addition, our organization agrees to pay the full cost of any damage caused by our group to any of the District’s facilities, as well as any cost incurred by the District to bring any facility back to the condition in which it was period.

Furthermore, my organization forever releases the District, its Board of Education, agents, employees and servants from all claims, actions and charges whatsoever arising out of the event(s) conducted on the above-mentioned day(s) for which this application is being submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants, or employees and further will hold harmless and indemnify the said Board of Education and District from any expense and judgments or decrees recovered against them as a result of said use of these facilities.

Addition to signing below please sign the attached indemnification form.

Signature: _____ Title: _____

Address: _____ Phone: _____

On-site representative (person in charge): _____

Approved by: _____ Date: _____

All fees and other charges are due two (2) weeks prior to the date of the proposed use of school facilities. If fees are not received prior to the event your organization will not be provided with access to the facility.

Fees for your event are: _____

Checks should be made out to the Coatesville Area School District and dropped off at the Facility building: 1029 East Lincoln Hwy., Coatesville, PA two (2) weeks prior to the date of the proposed use of school facilities.

Coatesville Area School District
3030 C. G. Zinn Road, Thorndale, PA 19372
Indemnity Agreement

THIS INDEMNITY AGREEMENT (“Agreement”) is made and entered into on _____ 20 _____
by and between _____ (“User”), and the

COATESVILLE AREA SCHOOL DISTRICT (“The District”).

BACKGROUND

- A. User has completed and submitted a District Application for Use of a School Facility pursuant to Board Policy 707, a Policy providing for the use of school facilities.
- B. The District has approved the User’s proposed use, in return for which the User is providing the protection provided in this indemnification.
- C. Pursuant to this Indemnity Agreement, and as more fully set forth below, the User agrees to indemnify and hold the District harmless from any and all claims or damages which may arise as a result of the User's use of the District’s school facility.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

- 1. User covenants and agrees to indemnify and hold the District, and its Board members, administrators, officers, agents and employees harmless from and against any and all liabilities, losses, damages, fines, suits, actions, demands, penalties, cost and expenses, including out of pocket, incidental expenses, legal fees and expenses, and the cost and expenses of defending or preparing to defend against any claim that may be imposed on, incurred by, or asserted against, the indemnities or any of them as a result of the User’s use of the school facilities.
- 2. User also agrees to repair any damage or vandalism to the facilities and indemnify and hold the District, and its Board members, administrators, officers, agents, and employees harmless from and against any damages which the District may suffer arising out of the use of the facility, including, but not limited to, the cost and expense of the repair of the facility.
- 3. In the event any claim is asserted against the District (whether by correspondence, filing of suit or otherwise) for which the District believes it would be entitled to indemnity under this agreement, the District shall notify the User thereof, and shall permit User to assume the defense of any such claim, provided that User assume such defense with due diligence and through competent counsel reasonably acceptable to the District, and at User’s expense. In the defense of any such claim, counsel so appointed shall be entitled to enter his or her appearance on behalf of the District, as its council, and to assert in such defense all defenses that the District would be entitled to assert including, without limitation, all defenses based on governmental immunity. The District agrees to cooperate fully in the defense of such claims. Nothing herein shall be construed to excuse any insurance carrier of the District from any obligation or defense it may have under any insurance policy, and in the event any

such insurance carrier is obligated to defend a claim otherwise described above, the District shall submit such claim to the carrier for defense.

- 4. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. User agrees that any dispute arising out of this Agreement shall be adjudicated in the court of Common Pleas, Chester County, Pennsylvania submits to the exclusive venue and exclusive jurisdiction of the court of Common Pleas, Chester County, Pennsylvania.
- 5. Any notices required or permitted to be given hereunder shall be given in writing and shall be sent by Certified Mail, Return Receipt Requested, or by a reputable overnight delivery service requiring a delivery receipt (e.g., Federal Express or UPS), and addressed to the respective parties as follows, unless and until any party gives notice to the other parties of a different address, in writing:

If to District:

Coatesville Area School District
 Attn: Director of Business Affairs
 3030 CG Zinn Road
 Thorndale, PA 19372

If to User:

- 6. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this indemnity agreement as of the day and year first above written.

**** All rental users will be required to acknowledge and agree to this indemnity agreement when completing a facility request.**

Class A

- School groups/events
- No rental fee
- Custodial overtime paid by District
- Cafeteria overtime paid by District

Class B

- Parent organizations, booster groups, independent student organizations
- No rental fee charge to the organization
- Custodial overtime charge to the organization
- Cafeteria overtime charge to the organization

Class C

- Non-profit organizations primarily serving the CASD community (minimum 51% participants are CASD residents); including youth sports organizations, Senior Center, CASD Municipalities
- For-profit organizations located within CASD (non-revenue generating recreational use only)
- Rental fee charged to the organization (See Chart C & D)
- Custodial overtime charged to the organization
- Cafeteria overtime charged to the organization

Class D

- Non-profit organizations serving beyond the CASD community (less than 51% participants are CASD residents)
- Rental fee charged to the organization (See Chart C & D)
- Custodial overtime charged to the organization
- Cafeteria overtime charged to the organization

Class E

- All for profit organizations
- Rental fee charged to the organization (See Chart E)
- Custodial overtime charged to the organization
- Cafeteria overtime charged to the organization

Coatesville Area School District
3030 C. G. Zinn Road, Thorndale, PA 19372
Rental Fees / Energy fees

All fees and other charges are due two (2) weeks prior to the date of the proposed use of school facilities. All other charges incurred will be billed after the event and shall be due to the District within thirty (30) days of the date of the invoice. A late fee of one percent (1%) per month will apply when payment is not made by the due date. The refund of fees and other charges for events cancelled or postponed by the user of school facilities shall be handled in accordance with the provisions of Administrative Regulation 707.

There is no rental charge for Class A and Class B organizations.

Class E Fee Chart

Coatesville Senior High School — 10/12 Center	Rental Fees	Additional Hours After Minimum	Utility Fees
Auditorium	\$380.00 /Hr.*	\$60.00 /Hr.	\$41.00 /Hr.
Gym/Locker Room	\$460.00		\$41.00 /Hr.
Cafeteria/Kitchen	\$300.00 /Hr.*	\$60.00 /Hr.	\$32.00 /Hr.
Large Group Room	\$145.00 /Hr.*	\$40.00 /Hr.	\$26.00 /Hr.
Library	\$145.00 /Hr.*	\$40.00 /Hr.	\$26.00 /Hr.
Classroom	\$65.00 /Hr.*	\$20.00 /Hr.	\$20.00 /Hr.
Pool (1-50 people)	\$110.00 /Hr.*	\$75.00 /Hr.	\$26.00 /Hr.
Pool (51-75 people)	\$121.00 /Hr.*	\$85.00 /Hr.	\$26.00 /Hr.
Coatesville Area Intermediate School — 8/9 Center	Rental Fees	Additional Hours After Minimum	Utility Fees
Auditorium	\$380.00 /Hr.*	\$60.00 /Hr.	\$41.00 /Hr.
Gym/Locker Room	\$550.00		\$45.00 /Hr.
Cafeteria/Kitchen	\$300.00 /Hr.*	\$60.00 /Hr.	\$32.00 /Hr.
Large Group Room	\$145.00 / Hr.*	\$40.00 /Hr.	\$26.00 /Hr.
Library	\$145.00 / Hr.*	\$40.00 /Hr.	\$26.00 /Hr.
Classroom	\$65.00 / Hr.*	\$20.00 /Hr.	\$20.00 /Hr.
Scott & North Brandywine Middle Schools	Rental Fees	Additional Hours After Minimum	Utility Fees
Auditorium	\$145.00 /Hr.*	\$45.00 /Hr.	\$38.00 /Hr.
Gym/Locker Room	\$245.00	.	\$41.00 /Hr.
Cafeteria/Kitchen	\$300.00 /Hr.*	\$60.00 /Hr.	\$32.00 /Hr.
Library	\$145.00 /Hr.*	\$40.00 /Hr.	\$26.00 /Hr.
Classroom	\$65.00 /Hr.*	\$20.00 /Hr.	\$20.00 /Hr.
Elementary Schools	Rental Fees	Additional Hours After Minimum	Utility Fees
Auditorium	\$145.00 /Hr.*	\$45.00 /Hr.	\$38.00 /Hr.
Gymnasium	\$200.00	.	\$41.00 /Hr.
Cafeteria/Kitchen	\$260.00 /Hr.*	\$50.00 /Hr.	\$32.00 /Hr.
All Purpose Room	\$175.00 /Hr.*	\$40.00 /Hr.	\$32.00 /Hr.
Large Group Room	\$150.00 /Hr.*	\$40.00 /Hr.	\$26.00 /Hr.
Library	\$145.00 /Hr.*	\$40.00 /Hr.	\$26.00 /Hr.
Classroom	\$65.00 /Hr.*	\$20.00 /Hr.	\$20.00 /Hr.
Coatesville Memorial Stadium — Red Raider Field(s)	Rental Fees	Additional Hours After Minimum	Utility Fees
<i>All Events will require Security</i>			
Stadium	\$2,800	Lights W/O Lights	\$150.00 \$24.00
Locker Rooms	\$330.00		
Multi-Purpose Field	\$1,350.00		\$150.00 \$23.00
Scott Field	\$750.00		\$23.00

* *Cost of first 2 hours / minimum rental*

Custodial Fees @ \$55/per hour

Cafeteria Worker Fees @ \$45/per hour

Police/Security Fees @ \$85 per hour -- CASD Chief of Police must approve all Safety and Security Measures.

Long Term Rentals [will be negotiated on an individual basis, annually].

Class C and D Fee Chart

Room Type	Class C Rate Rate/Hr.	Class D Rate Rate/Hr.
Elementary		
Classroom	\$15	\$25
Computer Lab	\$15	\$25
Library	\$30	\$55
Cafeteria – Dining Area	\$30	\$55
Kitchen	\$15	\$25
Gymnasium	\$25	\$45
Auditorium/Large Group Room	\$35	\$65
Athletic Field (Grass)	\$15	\$25
Parking Lot	\$25	\$25
Custodial Overtime Fee	\$55	\$55
Cafeteria Overtime Fee	\$45	\$45
Secondary		
Classroom	\$15	\$25
Computer Lab	\$15	\$25
Large Group Room	\$30	\$55
Library	\$30	\$55
Gymnasium – Main	\$45	\$85
Gymnasium – Auxiliary	\$30	\$55
Auditorium	\$45	\$85
Cafeteria – Dining Area	\$30	\$55
Kitchen	\$30	\$55
Stadium*	\$105	\$155
Multipurpose Field	\$80	\$105
Athletic Field (Grass)	\$15	\$25
Tennis Courts	\$20	\$25
Pool	\$80	\$80
Parking Lot	\$25	\$25
Custodial Overtime	\$55	\$55
Cafeteria Overtime	\$45	\$45
Administration Building		
Learning Center	\$15	\$25
Curriculum Center	\$15	\$25
Conference Room	\$15	\$25
Parking Lot	\$15	\$15
Custodial Overtime	\$55	\$55
Cafeteria Overtime	\$45	\$45

Additional Charges

The District incurs a variety of additional labor costs when outside groups utilize District facilities. These costs include, but are not limited to, custodial/maintenance fees, security, stage crew, audio/visual support, food service workers and game/supervision staff. More detailed information regarding the basis for additional charges is reflected below. No individual, group, or organization may use a District building without a school employee present. This regulation MAY BE waived for certain exterior facilities, such as grass athletic field and parking lots.

All additional labor costs will be borne by the individuals or groups using the building. Groups in Classes A & B will only be charged for additional labor costs outside of the normal workday. Groups in Class C & D will be charged for the time spent by the staff supporting the event even if it occurs during the normal workday.

In addition, the District incurs additional operating costs for utilities. These costs will be paid by the organization.

A minimum of two (2) hours will be charged for each rental.

Custodial/Maintenance

- Provided by Coatesville Area School District.

Audio/Visual Support

- Provided by Coatesville Area School District if available at a cost of sixty-five dollars (\$65) per hour.

Security

- Provided by Coatesville Area School District or a mutually agreed upon Sub-Contractor. Rate to be determined based on District estimate prior to entering into agreement for use of facility. CASD Chief of Police will approve all safety and security plans for all events that require security.
- Security and Staffing Guidelines by Attendance:
0-100 / 1 officer
101-250 / 2 officers
251-400 / 3 officers
401-600 / 4 officers
601-750 / 5 officers

Security Assessment needed for more than 750 attendees.

Operator/Announcer

- Rate to be determined based on District estimate prior to entering into agreement for use of facility (if provided by District).

In-Kind Contributions

- Groups in Class A, B, C, D and E may elect in-kind contributions to the school District in lieu of paying the above fees. To take advantage of this option, the groups must meet with the Athletic Director, Facility Director and Business Administrator to determine the need for the proposed donation, as well as its value, prior to making the donation. The Group will be entitled to a credit equal to the agreed upon value of the donation against any

fees assessed. Should the credit exceed the fees assessed in the year of the donation, it will be carried over to the next fiscal year. This carryover will be limited to one (1) fiscal year.

- District/State/Conference Events will be determined by District Athletic Director.
- When an organization has minors in attendance, the organization shall be required to have adult supervision at a 1 to 25 ratio.