



# Renaissance Academy

413 Fairview Street, Phoenixville, PA 19460  
Phone: 610-983-4080 Fax: 610-983-4096

## Terms and Conditions of Facility Usage Agreement

1. Renaissance Academy facilities are made available to responsible outside groups, organizations and/or individuals in accordance with prevailing School District policies. The use of such facilities is subject to all applicable federal, state and local laws and regulations.
2. Applications should be submitted for consideration at least thirty (30) days in advance.
3. User shall comply fully with Renaissance Academy policies and rules, as well as terms of the Usage Agreement.
4. User shall pay a deposit of fifty (50%) percent of the total cost estimate, along with the certificate of insurance, no less than ten (10) days prior to the event.
5. User shall pay all fees upon billing from the Business Office, in check or money order payable to "Renaissance Academy Charter School", ten (10) days after the date of the bill.
6. Renaissance Academy reserves the right to limit Sunday, holiday, overnight, vacation, summer, and any other request of school facilities due to facility and staff limitations.
7. Rubber soled sneakers are gym shoes must be worn when gymnasiums are used for athletic events.
8. No food, drinks or refreshments of any kind are to be served, consumed or sold with specific permission granted in advance.
9. The activity/use intended and/or preparation requires the presence of a responsible Renaissance Academy employee. The schedule of rental rates only covers use of the facilities and custodian services during the usage period and regular duty hours of Renaissance Academy personnel. The Facility must be vacated in sufficient time to be completely closed and secured no later than 10:00pm on weekdays and 11:00pm on weekends, unless special approval is obtained. Use shall be limited to occupancy limited established by law.
10. Use of the Facility during times Renaissance Academy personnel and custodians are not regularly scheduled shall require payments of overtime wages and related employment costs. Custodial services necessitated by the removal and replacement of furniture and other school property, prior to the activity/use or subsequent thereto, in order not to interfere with school programs, shall be performed by Renaissance Academy employees and chargeable to the user at the hourly rates, as determined by the school, for such services. User shall remit full payment promptly following being billed for same. Charges for the use of Renaissance Academy or Student Organization owned equipment or the operation thereof are also additional.

11. Renaissance Academy shall endeavor to make the Facility available for the activity/use in broom-clean condition but user agrees to accept the Facility “as is” condition at the date and time of the activity/use. User agrees to begin the activity/use promptly at its scheduled time and agrees to have its guests, invitees and other persons vacate the Facility at the closing hour indicated. User agrees to clean up after the activity/use, removing all trash and debris, and to return same to broom-clean condition. User agrees to reimburse Renaissance Academy for any expenses incurred because of user’s failure to comply with these terms and conditions.
12. Renaissance Academy reserves the right to exclude or eject any person from the Facility without liability.
13. User assumes responsibility for any and all injury and damage caused or suffered by the User or User’s guests, invitees or other persons attending the activity/use, whether such injury or damage occurs at the Facility or on any School property. User shall procure and maintain, at least ten (10) working days prior to activity/use, and at the time the Facility Use Application is submitted, shall provide Renaissance Academy evidence of Comprehensive Public Liability Insurance, in amounts equal to or greater than the following:

**Comprehensive General Liability:**

- \$1,000,000 Per Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed
- Operations/Aggregate
- \$1,000,000 Personal/Advertising
- \$ 50,000 Fire Damage Liability
- \$ 5,000 Medical Payments

**All policies of comprehensive public liability insurance shall name the School District as an additional insured there under.** Renaissance Academy assumes no responsibility or liability for any injury or death suffered by or inflicted upon User or any of its guests, invitees or other persons present at the activity/use, nor for any loss of or damage to any personal property owned or leased by User or any of its guests, invitees, or other persons present at the activity/use. User hereby waives trial by jury in any litigation arising out of or in any way connected with this Agreement or any breach hereof. User shall indemnify, defend, and hold Renaissance Academy harmless from, against and with respect to any claim, liability, damage, cost or expense (including, without limitation, attorney’s fees and costs and expenses incurred in investigating, preparing, defending against or prosecuting any litigation, claim, action, suit or demand) of any kind or character, arising out of or in any manner incident, relating or attributable to this Agreement and the activity/use being held at the Facility or other School Property pursuant to the terms hereof.

14. In the event of breach of the Agreement by the User, Renaissance Academy may cancel this Agreement without liability to the User. In such event, the amount deposited by the User shall be retained by Renaissance Academy as liquidated damages.
15. Any additional damages sustained by Renaissance Academy caused by the User’s rental of the school property shall be the sole responsibility of the User to pay Renaissance Academy any incurred costs of such damages, including attorney’s fees and costs.
16. In the event of any accident or other cause beyond Renaissance Academy’s control, this Agreement may be canceled by Renaissance Academy without any liability except for return of the deposit paid hereunder.

17. In the event that this Agreement is submitted in the name of a corporation, partnership, association, club, society or other entity, the person submitting this application on behalf of such entity represents to Renaissance Academy that he or she has full authority to enter into this Agreement and to bind such entity and agrees that in the event that he or she is not duly authorized, he or she will be personally liable for payment of all amounts due to Renaissance Academy hereunder.
18. Neither smoking nor the use of tobacco products is permitted in Renaissance Academy Facilities or on Renaissance Academy property.
19. No weapons are permitted on Renaissance Academy property.
20. No alcoholic beverages are permitted on Renaissance Academy property.
21. No illegal substances are permitted on Renaissance Academy property. Violators will be reported to local police.
22. Groups may not schedule any event which would include animal rides, mechanical rides, hot air balloons, fireworks, bonfires or any other event which may create a danger or risk because of the inherent nature of the activity.
23. Gambling is prohibited on Renaissance Academy property. Violators will be reported to local police.
24. Use of facilities that require the presence of school staff will not be permitted on dates that are identified as school, legal, federal or other holidays. This shall include Winter and Spring Breaks.
25. Activities/use shall be restricted to that area and/or facility for which permission is granted.
26. All activity/use shall be planned so as not to interfere with the regular day school schedule or regular school activities; school activities receive priority.
27. User shall be responsible for moving its equipment into and out of the Facility.
28. The supervisor or representative of the organization in charge of the activity/use shall be present before the activity/use is due to start and remain with the group until all persons have vacated the premises.
29. The Facility will be carefully examined after use. The user will arrange for prompt payment of any loss or damage occurring as a result of use of Renaissance Academy property.
30. No Renaissance Academy property or equipment is to be altered or removed from the Facility.
31. The user shall indemnify and hold harmless Renaissance Academy (including legal fees and costs) from any personal injury or property damages resulting from its use of school facilities.
32. Failure of the User to comply in a timely manner with Renaissance Academy requirements shall be cause, in the sole discretion of the Renaissance Academy, to revoke approval without liability whatsoever to Renaissance Academy.
33. Renaissance Academy expressly reserved the right to revoke any approval in its sole discretion should the circumstances warrant.

34. Renaissance Academy reserves the right to impose further reasonable conditions on such activity/use whenever user, its representatives and/or patrons conduct themselves in a manner which Renaissance Academy, in its sole opinion, may deem improper or objectionable or in breach of any express provision of state, federal or local ordinance, School policy, and/or term and condition of the Usage Agreement. User shall not make any representation, express or implied, associating Renaissance Academy with such activity/use in a manner whatsoever, without the prior written permission by Renaissance Academy to do so. Renaissance Academy, in its sole discretion, expressly reserve the right to decline any applications for rental of school facilities on a case by case basis.
35. User hereby acknowledges and agrees to the terms and conditions of this Agreement.
36. Upon approval of your Facility Usage Application, you will receive a confirmation e-mail.

### **HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

User agrees to INDEMNIFY AND HOLD The Renaissance Academy HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at The Renaissance Academy and to reimburse them for any such expenses incurred.

### **APPLICATION FOR USE OF SCHOOL PROPERTY AND FACILITIES**

**I have read the terms and conditions set forth on Use of Renaissance Academy Facilities, and I understand that these terms are a condition of the lease;** and be it understood that when the application is properly approved, it is a lease, in fact. I understand that failure to abide by the terms and conditions set forth by Renaissance Academy on Use of Renaissance Academy 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 school's facilities as well as any cost incurred by the school to bring any facility back to the condition in which it was found.**

Furthermore, my organization forever releases Renaissance Academy Charter School, their Directors, 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 School Board and any of its agents, servants, or employees and further will hold harmless and indemnify the said School Directors and Renaissance Academy from any expense and judgments or decrees recovered against them as a result of said use of these facilities.

**I have read and understand the terms and conditions of this application.**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_