

**SAMPLE RENTAL OF FACILITIES CONTRACT**

**Rental of Facilities Contract (Sample)**

Facility Utilization Policy (Sample)
The School agrees to rent specific areas of its facility and campus to selected individuals or groups for any purpose consistent with The School philosophy. The head of school and the business office will maintain mutual responsibility for the administration of a policy of facility utilization as established by the board of trustees.

1. **Rental Locations**
	1. Locations available for rental shall include the gymnasium, Commons, the

Performing Arts Center, the courtyard, the Gatehouse, and selected classrooms.

* 1. Permitsissuedfortheuseofthegymnasiumdonotincludetheuseofapparatus

or equipment unless specifically stated.

* 1. Showers and locker rooms are/ or are not not available for rental.
	2. Kitchen facilities may be rented in conjunction with other locations only when specified in contractual arrangements.
1. **Scheduling and Cost**
	1. The use of the facilities by non-School groups shall not conflict with any schedule of The School, its faculty, staff or students.
	2. Rental rates may be adjusted in consideration of electric power, water, maintenance, wages and benefits.
	3. Custodial services ,if required ,will bec charged in addition to the fees listed below at a rate of $35.00 per hour.
	4. A Security Deposit (refundable) representing 20% of the total rental sum but not less than $50 and payment in full for the rental period is due upon approval of the contract.
	5. The sponsoring group shall assume financial responsibility for any damage incurred to the building or furnishings during use.
	6. Rental rates shall include:

|  |  |  |
| --- | --- | --- |
|  | Minimum  | Additional Hour  |
| Performing Arts Center  | $350.00 (4 hour minimum)  | $87.50  |
| Gymnasium  | $100.00 (2 hour minimum)  | $50.00  |
| Selected Classrooms/Kitchen  | $ 50.00 (1 hour minimum)  | $50.00  |
| Music Room/Library/Commons  | $ 50.00 (1 hour minimum)  | $50.00  |
| Courtyard/Gatehouse  | $150.00 (2 hour minimum)  | $75.00  |

3. **Supervision**A. An employee or representative of the School must be on the premises for the duration of the rental period.
B. The lessee must designate a member of the group to be responsible for the entrance and exit of all participants.
C. Groups of 30 or more will provide "supervision" at a ratio of one supervisor for every 30 participants for security within the building and on its surrounding grounds

4. **General Rules regarding Rentals**• Renting groups or organizations must submit a certificate of insurance indicating the general liability insurance they carry, and naming The School as an additional insured for the rental period.

* No food or drink may be served to any group unless specific contractual arrangements

have been approved by the business office.

* Renters requiring special services and/or equipment must request specific arrangements

in writing at the time of application.

* The renting party agrees not to allow any other organization to participate in the use of

the described facilities. Only facilities specifically named in the contract are available

for use, and only for the use set forth in the rental application.

* All facilities must be left clean and in good order at the close of the contract period. The

furniture must be returned to its original position. The security deposit is subject to

forfeiture if this condition is not met.

* The School will not permit the use of its name in the solicitation of funds for the support

of programs not authorized and sponsored by The School. Nor does use of its facility

imply general endorsement of the organization involved in its use.

* No smoking is permitted within the school buildings. No illegal substance is permitted

on school property. Alcoholic beverages may not be served without the written permission of The School. If such permission is granted, then the renter will carry Dram Shop Insurance, and will submit a certificate of insurance indicating the amount of insurance carried, and naming the School as an additional insured.

* Non-compliance with any of these rules and regulations may result in immediate cancellation of the contract agreement.
* The School assumes no liability for loss by any cause, including, but not limited to, theft or damage, to any equipment, furnishings, or other personal property belonging to the renters or to their officers, employees, agents, or invitees.
* Renters shall not make any alterations or improvements to any of the facilities, without the express written consent of The School, which consent may be granted or withheld in the sole discretion of The School.

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**RENTAL APPLICATION**APPLICATION IS HEREWITH SUBMITTED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of applicant) ON

BEHALF OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Organization) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)
TO LEASE FROM THE SCHOOL ON ITS PREMISES AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ THE

AREA(S), EQUIPMENT, FACILITIES, AND SERVICES DESCRIBED BELOW FOR THE PURPOSE OF
(Specify proposed use of the premises.)
AREA(S):

TIMES(S):
DATE(S): \_
SPECIAL EQUIPMENT/SERVICES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL RENTAL OF $ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Subject to revision)
LESSEE AGREES TO SUBMIT THE FULL AMOUNT (100%) OF THE TOTAL RENTAL AT THE TIME OF ACCEPTANCE BY THE LESSOR, PLUS SECURITY DEPOSIT AS SPECIFIED IN #2 – E OF THE POLICY DESCRIPTION.
CONCURRENT WITH THE ACCEPTANCE BY LESSOR THIS RENTAL APPLICATION BECOMES AN OFFICIAL CONTRACT GOVERNING BOTH PARTIES. LESSEE AGREES TO PAY THE RENTAL HEREIN PROVIDED, AND TO BE BOUND BY ALL OF THE OTHER TERMS, CONDITIONS, AND REGULATIONS OF THIS RENTAL APPLICATION. LESSEE ACKNOWLEDGES AND AGREES THAT IN ADDITION TO THIS RENTAL APPLICATION, LESSEE HAS RECEIVED THE FOLLOWING INSTRUMENTS: (a) THE INDEMNITY FOR USE OF SCHOOL PROPERTY, (b) THE CONFIRMATION, (c) THE FACILITY UTILIZATION POLICY; COPIES OF WHICH ARE ATTACHED HERETO AND THE TERMS AND CONDITIONS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.
LESSEE AGREES TO PAY ALL REASONABLE ATTORNEYS’ FEES AND EXPENSES OF THE SCHOOL INCURRED IN ENFORCING ANY OF LESSEE’S OBLIGATIONS HEREUNDER OR UNDER THE OTHER DOCUMENTS AND INSTRUMENTS INCORPORATED BY REFERENCE IN THIS RENTAL APPLICATION.
THIS RENTAL APPLICATION AND THE OTHER DOCUMENTS AND INSTRUMENTS INCORPORATED BY REFERENCE HEREIN MAY BE TERMINATED BY EITHER PARTY UPON NINETY (90) DAYS WRITTEN NOTICE TO THE OTHER PARTY. IN ADDITION, LESSOR MAY, UPON FIVE (5) DAYS WRITTEN NOTICE, TERMINATE THIS RENTAL APPLICATION AND THE OTHER DOCUMENTS AND INSTRUMENTS INCORPORATED BY REFERENCE HEREIN IN THE EVENT LESSEE DEFAULTS IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS HEREUNDER OR UNDER THE OTHER DOCUMENTS AND INSTRUMENTS INCORPORATED BY REFERENCE HEREIN.
(Name of Applicant-Lessee) (Address)
(Name of Organization) (F.E.I.N.) (City, State, Zip)
(Signature of Applicant ) (Telephone Numbers)
APPROVED BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
School (Agent) (Date)
**RENTAL CONFIRMATION**THE SCHOOL AGREES TO RENT
for the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Function) by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Name of Organization)
On\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Date) (Time)
for the said sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the said stipulation of agreement that the articles below are adhered to:

1. The renter must accept responsibility for loss, breakage, or other damage to

equipment and/or facilities belonging to The School during the rental period if the damage was caused by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (organization) and any of its members, visitors, or invitees. Any damage to the building and/or equipment which was caused by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (organization) and its members, guests, invitees, agents, contractors, suppliers, mechanics, or workers will be repaired or replaced to equal said quality and will be paid for by the renting party. This responsibility shall be limited to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (facility) only during the rental period.

1. The School cannot accept responsibility for damage or loss of articles or equipment left on the premises by the renter.
2. All facilities must be left clean and in good order at the close of the rental period.
3. The renting party agrees not to allow any other organization to participate in the use of the described facilities. Only facilities specifically named in the contract are available for use.
4. The School cannot permit the use of its name in the solicitation of funds for the support of programs not authorized and sponsored by The School. Nor does the lease imply general endorsement of the organization involved in its use. This rental agreement will be subject to immediate cancellation if The School’s name is used for this purpose.
5. Alcoholic beverages may not be served without the written permission of The School. If such permission is granted, then the renter will carry Dram Shop Insurance, and will submit a certificate of insurance indicating the amount of insurance carried, and naming The School as an additional insured. Smoking is not permitted within the school buildings.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(for The School)
**INDEMNITY FOR USE OF SCHOOL PROPERTY**

In consideration of the permission granted by The School to the undersigned to use the following school facilities during the hours of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date(s)
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Specific Facility)
for the purpose of ,
the undersigned organization by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
its duly authorized agent, hereby agrees to hold The School harmless and to indemnify and to defend said School from any and all claims for damages or expenses including defense costs in connection with or arising out of injury (including death) to any person or persons or damage to property (including loss thereof) of the School or others resulting from the use of the facilities described above by the undersigned, its agents, employees, representatives, invitees, or other persons, as long as the injury or damage is not the result of negligence on the part of The School or its agents, employees, representatives, or invitees.
SUPPLIED herewith is a certificate of insurance evidencing a comprehensive general liability policy insuring the applicant organization with limits of coverage of not less than $1,000,000/$3,000,000 bodily injury, personal injury and property damage, naming The School as an additional insured as the landlord.
Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_

ORGANIZATION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFICER OF ORGANIZATION-

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHOOL AUTHORIZED AGENT – SIGNATURE ----------------------------------------------------