

ANDERSON COMMUNITY SCHOOL CORPORATION

RENTAL AGREEMENT TERMS AND CONDITIONS

- A. **Payments and Deposits:** Fees and custodial charges are payable on receipt of invoice and due within 15 days of invoice date. Continuously late payments or failure to make payments will result in the inability of a group or individual to rent any school facilities in the future, and may result in legal action.
- B. **Permits:** An approved Permit, issued by the rental coordinator, is required for all rental events, functions, and usage, regardless of whether a fee applies. An approved "External Rental Request Form" form is a prerequisite for consideration of a rental request. No permits will be issued to a person under 21 years of age. A copy of the permit shall be held by the representative of the group during the rental period, and shall be shown to custodial staff when requested. Permits will be emailed to renters as a confirmation of availability and a formal lease agreement will be mailed to the address provided in the permit. Renters will not be allowed on the property until the signed Lease Agreement and Certificate of Liability insurance policy have been returned to the Business Office.
- C. **Rental Request Submittal Requirements:** Information regarding rental of school facilities can be found on the Anderson Community School Corporation website. As part of the rental request, the following items shall be properly completed and submitted to the rental coordinator (incomplete or incorrect submittals will not be evaluated): "External Rental Request" form, Insurance Certificate and a copy of the driver's license of the person making the rental request on behalf of a group, organization, activity or themselves. Rental request submittals must be received by the rental coordinator at least 10 days before the date of the rental request.
- D. **Insurance Requirements:** All renters shall purchase and obtain a Certificate of Liability policy with a minimum \$1,000,000 limit per incident (\$3,000,000 General Aggregate). The Anderson Community School Corporation shall be named as additional insured and shall also be identified as the certificate holder. Insurance shall be specific to the requested rental, including listing of school building, and shall be valid for the rental period. All renters shall provide update certificates as necessary.
- E. **Cancellations:** The School Corporation reserves the right to cancel or move the location of all rentals, as may be required, due to bad weather conditions or other emergencies, unavailable custodial staff, or due to unanticipated conditions. The rental coordinator will make reasonable efforts to notify renters of changes and cancellations. In the event that a conflict occurs with a school program, every effort will be made to honor the rental agreement or to provide alternative arrangements for the rental. Since

the Business Office is not open on weekends, weekend rentals may be cancelled on the day prior to the weekend or school vacation if bad weather is forecasted.

The renter shall submit a written notice requesting cancellation of, or changes to, an approved permit. The request must be received at the rental coordinator's office no later than 9:00 am two (2) business days prior to the event in order to avoid rental charges. Email notification is acceptable –contact the rental coordinator for email information. It is the responsibility of the applicant to verify receipt of written or email notification by calling (765) 641-2009.

- F. **Permit Revocation:** The rental coordinator's office may revoke a permit at any time, if it is determined that the rental activities are not in accordance with the School Rental Policy or if it is otherwise determined that the rental activities are not in the best interest of the School Corporation.
- G. **Supervision:** An appropriate level of adult supervision (minimum 18 years of age) shall be provided at all times during the rental. Upon entrance to the building for an activity or event, the group's supervisor shall notify the school's custodian that they have arrived and that s/he (and others to be named, if applicable) is the group's designated supervisor. The supervisor will remain on site for the activity. At least one adult supervisor will be required when there are 25 or fewer participants under the age of 18. One additional adult supervisor will be required for each additional 25 participants in that age group.
- H. **Rental Permit Boundaries:** Attendees or participants of the rental shall not enter school areas that are outside of the rented space or associated common space (bathrooms and hallways). It is the responsibility of the rental supervisor to notify the School custodian on duty when trespassers or uninvited guests are found in the school. Under no circumstance will custodians or any other School staff be responsible for supervision of participants before, during or after an activity.
- I. **Parking:** Parking for rental activities, including attendees, participants and guests, shall be within designated parking areas only. Cars parked in areas not intended as parking spaces (such as on grass or sidewalks) or in Handicap spaces without a placard, or in other areas which the School Corporation deems to create safety problems, will be ticketed and/or towed from the site at no cost to the School Corporation.
- J. **Food and Drink:** Food and drinks will only be permitted in the Cafeteria. Water will be permitted in the Gymnasium in all K-12 buildings. Tanglewood Conference Center renters may only bring in a decorated cake. All other food and drinks must be purchased through the ACSC food service department. A full catering menu is available [here](#).

K. Gymnasium and Auditorium Seating Capacities.

SCHOOL	GYM	AUDITORIUM
Anderson High School	2800	750
D26- Career Campus	N/A	N/A
Highland Middle School	3000	600
Anderson Elementary	300	N/A
Eastside Elementary	300	N/A
Edgewood Elementary	200	N/A
Erskine Elementary	300	N/A
Killbuck Kindergarten Extension	200	N/A
Southview Preschool Center	NONE	N/A
Tenth Street Elementary	200	N/A
Valley Grove Elementary	250	N/A

**Tanglewood Conference Center seats 100.*

L. Miscellaneous Requirements and Provisions:

1. **Designated Point of Contact:** Each rental request shall include the name and contact information of a single person who will be that organization's only point of contact with the School Corporation for scheduling and rental coordination purposes.
2. **Damages:** Activities shall not cause extraordinary wear and tear to the existing building structure, its furnishings and/or the surrounding grounds. The renter shall be responsible for the entire cost to correct any and all damages that occur to buildings or grounds as a result of the rental, whether caused by attendees or participants, as determined by the rental coordinator's office. Failure to pay for such damages within 30 days of receiving demand from the School Corporation shall result in immediate cancellation of all rentals for this organization and will result in the inability of a group or individual to rent any school facilities in the future, and may result in legal action.
3. **Behavior:** Rude, offensive or illegal behavior or language by any attendees or participants of a rental shall be considered grounds for immediate revocation of permits, including but not limited to the following:
 - a. **Smoking and Tobacco:** Smoking and use of tobacco products is prohibited in all school buildings and on all school property.
 - b. **Alcoholic Beverages:** Alcoholic beverages are prohibited in all school buildings and on all school property.
 - c. **Illegal or Illicit Drugs:** Illegal or illicit drugs are prohibited in all school buildings and on all school property.

- d. **Weapons: Weapons**, including knives and fire arms, are prohibited in all school buildings and on school property.
 - e. **Food and Drinks:** Food and drinks are permitted only when indicated on an approved Rental Application form, and only in approved areas.
 - f. **Attire:** Proper dress and attire shall be worn at all times by attendees or participants in rentals. Shirts and shoes shall be worn at all times, and appropriate athletic shoes shall be used on athletic floors.
4. **Arrival and Departure Times:** The school's facilities shall only be made available for the hours shown on permit (open and close times). Renters must abide by these times and the rental coordinator may stop any event that has gone past the permit time. No rental shall begin before 7:00 am or extend beyond 11:00 pm without approval from the rental coordinator's office.
 5. **Access:** School Department representatives shall have access to all school areas during rentals.
 6. **Gambling:** No permits will be issued when the primary purpose of the event is to conduct games of chance (e.g. Las Vegas Nights or Casino Night).
 7. **Hardball Sports:** For the protection of walls, lights, fixtures and floor surfaces, hardball sports will not be permitted in any school facilities.
 8. **Equipment Use:** No equipment shall be used by renters under any circumstances. Organizations wishing to bring equipment into schools as part of rentals shall make arrangements at the time of the rental application, and such equipment shall be removed by the end of the rental period. The School Corporation takes no responsibility for any equipment brought into the schools.
 9. **As-Is Conditions:** School buildings, facilities and equipment shall be accepted by renters in their existing "as-is" condition. Reasonable accommodations and repair attempts will be made where possible to facilitate rentals.
 10. **Summer Requests:** Summer rental requests are restricted so that all schools can be cleaned and repaired for fall use.
 11. **Refunds:** No refunds will be issued for any individual, group or activity which has had permits revoked.
 12. **Decorations:** Nothing should be pinned to curtains or drapes, nothing can be nailed to floors or walls and nothing can be tacked or stapled. Tape must be completely removed from the walls after the rental is complete.
 13. **Other Renters:** The School Department may rent separate space within a school building to more than one group at any one time. Each renter shall abide by their permits and shall share common space such as hallways and bathrooms as necessary.
 14. **Heating and Cooling:** Only custodians shall be allowed to control heating and cooling functions within rented space.

15. The School Corporation assumes NO LIABILITY for injury to persons or property present in the school building or on school property pursuant to a permit issued to any organization and/or person. Furthermore, the School accepts NO LIABILITY for injury or damage caused by use of equipment, and the permit holder agrees to accept all equipment as is and to be responsible and liable for damage to the building and the equipment therein and for all personal injuries sustained by persons present pursuant to said permit. By accepting the permit for the space you acknowledge and accept these terms and agree to indemnify and hold the School Corporation harmless for any such injuries or damage.
16. By accepting the permit for the space you agree to comply with all applicable State and Federal laws and regulations and agree to indemnify and hold the School Corporation harmless for any such violation.