

# Nineveh-Hensley-Jackson United School Corporation

## Facility Rental Agreement

**Effective August 1, 2023**

Nineveh-Hensley-Jackson United School Corporation establishes policies and guidelines designed to provide wide community use of facilities. NHJ recognizes that the community has invested a great deal in buildings, and those buildings will be available whenever regular school programs are not adversely affected.

While the NHJ School Board has adopted an attitude of community service, it must be noted that service does cost money, and budgetary obligations must be met. Financial restrictions and limitations dictate that the cost of the facility usage by the community should not be at the expense of regular school funding nor programs.

<b>Time Period</b>	<b>Class 1</b> Any group affiliated with school-based programs as verified by the Facilities Manager and Administration	<b>Class 2</b> Any group not included in Class 1
Weekdays 4:00-6:00 p.m.	No Charge	Not Available
Weekdays 6:00-10:00 p.m.	No Charge	See Rental Schedule
Saturday 6:00 a.m. - 10:00 p.m.	No Charge**	See Rental Schedule
Sunday 6:00 a.m. - 10:00 p.m.	\$100 flat fee for operations costs**	See Rental Schedule

\*\* While there will be no rental charge, there may be a charge for any additional staff needed by the corporation.

**Is your group affiliated with school-based programs?**

If so, you fall into Class 1.

**Do you wish to use our facilities during one of the times listed above as 'No Charge'?**

If so, you can most likely use the facilities at no charge. However, your group will still need to complete a Facilities Rental Application and follow our procedures.

**Guidelines:**

1. Local groups or organizations having a majority of their membership residing within Nineveh-Hensley-Jackson Township. The group representative must be at least twenty-one (21) years of age, a resident of Nineveh-Hensley-Jackson Township, and/or financially responsible. These eligibility requirements may be waived by the Superintendent.
2. Buildings are not available for rent to individuals for events such as parties or receptions.
3. Groups that consist primarily of NHJ parents and are organized to support NHJ students may be classified as Class 1 with the approval of the Superintendent (i.e. PTO).
4. Any day in which the building is closed (holidays and summer shut-down) will be treated as a Sunday.
5. No rentals will be allowed during the following times:
  - During the regular school day for students.
  - During the summer moratorium (usually late June / early July).
  - Any day after 10:00 p.m.
6. Groups holding regional events such as meets or contests will be charged Class 2 rates.
7. There will be a \$200.00 charge for snow removal by school corporation vehicles for Class 2. \*\*Note: The school corporation reserves the right to cancel any events due to inclement weather.
8. The building principal with the Director of Facilities shall determine the necessity and number of custodians or other staff. Refer to the Building Rental Schedule for staff rates.
9. The auditorium and fieldhouse require a \$200 safety deposit for Class 2 (i.e. outside groups). Other spaces may require the same safety deposit after the review of event details.
10. Rental of facilities for profit making activities by outside groups or persons will require the Superintendent's approval.

11. Employee directed, run, and operated summer camps are approved each year by the Board. Generally, there will be no rental charge for these camps, except in special circumstances as recommended by the Superintendent.
12. The Superintendent is authorized to make special arrangements for groups that rent our facilities on a regular basis each year.
13. Charges may be waived or adjusted by the Superintendent.
14. Building Principal(s) must submit the facility usage form to the Superintendent. The Superintendent must approve any fees or charges that are adjusted and/or waived. This includes facility usage, cafeteria and custodial workers, set-up charges and utility costs.

**Charges for Assigned Staff:**

Rates are calculated from the time a building is opened until it is vacated, with a two (2) hour minimum.

Auditorium rental will require additional charges for sound/lighting technicians.

Swimming pool rental will require additional charges for the hiring of a Water Safety Instructor and lifeguards. The number of lifeguards hired will be based upon the number of swimmers using the pool.

<b>Assigned Staff</b>	<b>Hourly Rate</b> *unless noted
Custodians	\$45.00
Food Service Staff	\$35.00
Lifeguards	\$100.00/day
Maintenance	\$50.00
Security / Police Officer	\$40.00
Sound/Lighting Technicians	35.00

**Rental Schedule:**

The charges provided below are the base rental fees and apply once per defined event (not to exceed 4 hours). This charge does not include any labor costs. Labor costs will be added for supervision, clean-up, security, scoreboard, etc. The building principal / designee shall determine labor required for the event.

RENTAL	ICES	ICIS	ICMS	ICHS
Auditorium	–	–	–	\$750.00
Cafeteria	\$100.00	\$100.00	\$100.00	\$100.00
Classroom	\$30.00	\$30.00	\$30.00	\$30.00
Fieldhouse Court #1	–	–	–	\$150.00
Fieldhouse Court #2	–	–	–	\$150.00
Fieldhouse Court #3	–	–	–	\$150.00
Gymnasium	\$100.00	\$100.00	\$100.00	–
LGI	–	–	\$100.00	–
Media Center	\$80.00	\$80.00	\$80.00	\$80.00
Shelter House	–	–	\$40.00	\$40.00
Swimming Pool	–	–	–	\$350.00
Varsity Baseball Field	–	–	–	\$250.00
Varsity Football Field	–	–	–	\$500.00
Varsity Softball Field	–	–	–	\$250.00
Varsity Track	–	–	–	\$500.00
Wrestling Room	–	–	–	\$150.00

\* A charge of \$100.00 will be assessed for a Certified Pool Operator.

\*\* A set-up charge of \$35.00 will be assessed if the basketball goals are required.

\*\*\* Use of lights will be charged at \$50.00 per hour.

The use of grass fields is subject to approval by the Athletic Director.

Rates will increase by 50% to renters whose principle center of operations is outside of Nineveh-Hensley-Jackson Township.

**Rules:**

1. The use of all school facilities for any purpose whatsoever shall be cleared through and approved by the building Principal. The Principal may give priority to school programs over outside groups.
2. Nineveh-Hensley-Jackson USC reserves the right to deny the use of school facilities to any individual or group.
3. The use of NHJ facilities is subject to the availability of custodians or other appropriate supervisory staff.
4. The School Principal must ensure that an authorized representative will be present during proposed use to open the facility, to safeguard it during use, and to secure the facility at end of its use.
5. The use of the building will be strictly confined to areas designated and included on the application. The organization making the application will be held responsible for the compliance of these rules by all persons participating in or pertaining to the activity. In case of doubt, the school custodian or representative of the school system on duty shall have immediate authority in any matter covering the use of the building. Failure to comply with these rules and regulations will be sufficient reason to cancel future privileges of school facilities.
6. All applications issued by the building Principal are subject to cancellation with or without due notice for any reason.
7. Gambling, the use of tobacco, alcohol, or illegal substances on school property is strictly prohibited.
8. No furniture or equipment shall be used or moved without express approval on the application or consent of the building Principal.
9. The use of special equipment such as stage lighting, cafeteria equipment, curtains, goals, bleachers, etc. shall be permitted only when operated by school employees or other persons authorized by the building Principal or his/her representative.
10. No signs, displays, or other materials may be located on school property unless specifically noted on the application.
11. It shall be the responsibility of the organization renting the facility to obtain any and all permits of approval necessary for the state and/or local agency pertinent to the event.

12. The user of the facility is responsible for the reasonable care of the facility and for the proper conduct of members of the group. The user will be responsible and billed for any loss or damage to Corporation property, including property of students and employees. In the event that property loss or damage is incurred during such use of occupancy of district facilities, the amount of damage shall be determined by the Director of Facilities / Board of Trustees and a bill for the amount of damages will be presented to the organization using or occupying the facilities during the time the loss or damage was sustained.
13. On days when school has been canceled because of emergency conditions, the school buildings may not be available. All scheduled use will normally be canceled unless the renter contacts the Facility Administrator no less than six hours prior to the event, to confirm the availability of the facility.
14. The Facility Administrator/designee shall require approval of all proposed advertising or promotional materials of your event before distribution or posting of such material. Promotional materials may be required to contain the following disclaimer, prominently displayed or affixed to the material:  
*The Nineveh-Hensley-Jackson United School Corporation neither endorses nor sponsors the organization or activity represented in this material. The distribution or display of this material is provided as a service by the provider.*
15. Non-service animals are not permitted in school facilities (po 8390).
16. The school corporation reserves the right to require armed security presence (police officer) based on event details (i.e. anticipated attendance).
17. Failure to comply with the guidelines and rules outlined in the Facility Rental Agreement will result in immediate and further use of facilities being denied.

### **Insurance Coverage:**

Nineveh-Hensley-Jackson United School Corporation (NHJUSC) requires proof of insurance of all users and events which are not sponsored by the corporation. An insurance certificate showing proof of insurance for a minimum of \$1,000,000 per occurrence, and \$2,000,000 aggregate, combined single-limit bodily injury and property damage liability, must be submitted to and approved by NHJUSC before the facility may be used. The certificate must list NHJUSC as an additional insured. Any changes or differences in above listed liability limits must be approved by the Superintendent.

### **Indemnification and Hold Harmless Clause:**

To the fullest extent permitted by law, the APPLICANT agrees to indemnify, defend, and hold harmless the Nineveh-Hensley-Jackson United School Corporation, its officers,

agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services or use of facilities under this Agreement; provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting therefrom; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the APPLICANT, or anyone directly or indirectly hired by APPLICANT, or anyone for whose acts APPLICANT may be liable, regardless of whether or not it is caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Nineveh-Hensley-Jackson United School Corporation, its officers, agents, volunteers, or employees, or a party indemnified hereunder. The Nineveh-Hensley-Jackson United School Corporation reserves the right, but not the obligation, to participate in defense without relieving APPLICANT of any obligation hereunder.

The APPLICANT and all individuals authorized by APPLICANT to utilize the facilities rented to APPLICANT pursuant to this agreement, releases and discharges, to the fullest extent allowed by law, the Nineveh-Hensley-Jackson United School Corporation, its officers, directors, employees, and volunteers (Released Parties), from any claim that the APPLICANT or any individuals authorized by APPLICANT to utilize the NHJ facilities may have against the Released Parties on account of bodily injury or property damage while utilizing NHJ's facilities as authorized by this agreement.

Please sign that you have read and agree to the above terms and conditions.  
Return signed Facility Rental Agreement to Ash Davis at [ashdavis@nhj.k12.in.us](mailto:ashdavis@nhj.k12.in.us).

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## Facility Rental Agreement

Event:

Date of Event:

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Rental Signature and Title:

Date:

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Director of Facilities Signature:

Date:

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Principal/Athletic Director Signature:

Date:

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**Nineveh-Hensley-Jackson United School Corporation**  
802 South Indian Creek Drive, Trafalgar, Indiana 46181  
Phone: 317.878.2100 Fax: 317.878.

### APPLICATION TO USE SCHOOL FACILITY

#### Rules and Regulations

1. The applicant organization agrees to abide by the following rules:
2. All directions of the school supervisor must be followed.
3. Pay for all damages to the building or property caused by your negligence.
4. No tobacco products or alcoholic beverages will be permitted in the facility.
5. No unsupervised minors will be on the premises.
6. Relinquish the facility at any time if a school function is scheduled for the time you have requested.
7. Confine your group to the area of the building scheduled for your use.
8. The School's policy on fuel conservation will be followed.
9. All policies of the school corporation; are to be adhered to.

#### **Additional Gym Rules**

1. Food and drink are not permitted on the basketball courts, aside from drinks for players at the bench.
2. List the names of all players that will be using the facility.
3. Use of gym is interpreted to mean gym facility only and players are expected to stay in the vicinity of the gym.

#### **Additional Auditorium Rules**

1. Food and drink are not permitted in the auditorium at any time.

***Any infraction of the above rules shall be reported to the building principal by the supervisor and the above organization will forfeit all rights to use the facility in the future.***

NAME OF ORGANIZATION \_\_\_\_\_

NAME OF BUILDING \_\_\_\_\_

NAME OF FACILITY (i.e. gym, classroom, etc.) \_\_\_\_\_

DATE(S) OF INTENDED USE \_\_\_\_\_

IF REPEATED USAGE, NIGHT/DAY OF REQUEST \_\_\_\_\_

TIME OF DAY REQUESTED (INCLUDE START/END) \_\_\_\_\_

NUMBER OF GUESTS ANTICIPATED \_\_\_\_\_

**PERSON APPLYING FOR FACILITY USE:**

**BILLING INFORMATION:**

NAME \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

PHONE \_\_\_\_\_

I understand the rules and regulations provided.

- APPROVED
- DENIED

APPLICANT'S SIGNATURE \_\_\_\_\_

FINAL TOTAL \$ \_\_\_\_\_

- SEND INVOICE
- ENCLOSED CHECK

BUILDING PRINCIPAL/ADMINISTRATIVE SIGNATURE

\_\_\_\_\_

**\*\*Please submit completed Application to use School Facility to Ash Davis at  
ashdavis@nhj.k12.in.us.**