

CONTRACT FOR RENTAL OF SCHOOL FACILITY

School: «SCHOOL»

Contracting Party: «CONTRACTING_PARTY»

Event: «EVENT»

Representative: «REPRESENTATIVE»

Address: «ADDRESS»
«CSZ»

Phone Number: «PHONE_NO»

Work Phone Number: «WORK_PHONE_NO»

Fax Phone Number: «FAX_NO»

APPROVED DATES: «APPROVED_DATES»

«NOTES»

APPROVED DAY AND TIME:

Days of Week: «DAYS_OF_WEEK»

Hours of Day: «HOURS_OF_DAY»

**CONTRACTING PARTY HAS LIABILITY
INSURANCE COVERAGE:**

«INS_YES» Yes «INS_NO» No

CARRIER: «INS_CARRIER»

TOTAL COST OF RENTAL: «F52»

TERMS

The responsibility for the conduct of this group rests entirely with your organization and requires that an adult supervisor be on duty at all times. The supervisor is to be aware of all rules and regulations which apply to the building being used. *In the event that emergency situations develop, such as severe weather, fires, or disturbances both in and outside of the facility, the group supervisor will be responsible to ensure appropriate procedures are followed.*

The undersigned applicant does hereby accept full responsibility for any and all damage to school property arising out of the use of school property as requested herein above and agrees to indemnify, and hold harmless the said agents against any and all liability arising out of any act, omission or negligence of the applicant or of any employee, visitor, participant, referee, concessionaire, or attendee in connection with the applicant's use and occupancy of said building hereunder. In addition, the Applicant agrees to add South Bend Community School Corporation as an additional insured, on a primary and non-contributory basis to their policy of insurance, see attached Insurance Requirements. Applicant agrees to comply with all rules and regulations of the South Bend Community School Corporation with reference to use of school property as set forth in the Rules and Regulations concerning Use of School Property. Failure to meet the conduct requirements while on school property will terminate this agreement. Call this office for further information on rules and regulations or consult the custodian on duty.

Rentals are not scheduled during official school holidays; however, on those days when a school is closed for any reason, e.g., inclement weather, and a gym rental has been scheduled, the rental for that date is canceled. The canceled date may be rescheduled by calling the Buildings & Grounds Department; or, in those cases where payment has been made and the rental period goes unused, a refund will be tendered at the completion of the contract. Questions regarding the availability of schools for rentals in such cases should be directed to the Buildings & Grounds Department, 283-8085.

The closing time listed above is the time for leaving the building. For example, if the rental time is 7 p.m. to 9 p.m., the group must be out of the building at 9 p.m. Failure to observe the established time limits will increase the rental costs.

Request for cancellation of this contract must be made at least 72 hours prior to the scheduled rental time or fee shall be forfeited.

WARNING

Under Indiana law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities at this location if the death or injury results from the inherent risks of the physical fitness activity. Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of a sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you may act in a negligent manner that may contribute to your injury or death, or that other participants may act in a manner that may result in injury or death to you. You are assuming the risk of participating in this physical fitness activity.

THE RENTAL COST IS FIGURED ON THE BASIS OF CURRENT RENTAL RATES. APPLICANT: PLEASE MAKE CHECK PAYABLE TO SOUTH BEND COMMUNITY SCHOOL CORPORATION. THE FULL AMOUNT OF RENTAL FEE REQUIRED TO BE PAID BY APPLICANT AND IS DUE NOT LESS THAN 72 HOURS BEFORE THE SCHEDULED TIME FOR SAID EVENT. PAYMENT IS TO BE SENT TO SOUTH BEND COMMUNITY SCHOOL CORPORATION, BUDGET DEPARTMENT, 215 S. ST. JOSEPH STREET, SOUTH BEND, IN 46601. COST IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

Dated at South Bend, Indiana, this _____ day of _____ 2013

Applicant Signature _____

c: Budget

rev. 7/3/13

Addendum

to Contract for Pool Rentals

South Bend Community School Corporation

CHILDREN AND SPECTATORS ARE NOT ALLOWED IN THE BUILDING DURING RENTAL TIMES AND ALL STUDENT GROUPS MUST BE SUPERVISED AT ALL TIMES.

THE RENTAL TIME PERIOD IS ALL-INCLUSIVE, that is, if, for example, your rental time on the contract is from 7 to 9 p.m., your group may enter the building no earlier than 7 p.m. and must be out of the building no later than 9 p.m.

TWO CERTIFIED LIFEGUARDS MUST BE ON DUTY THE WHOLE RENTAL TIME. NAMES OF LIFEGUARDS AND THEIR CERTIFICATIONS MUST BE ON FILE WITH THE APPLICATION.

POOL RENTAL PAYMENTS MUST BE PAID NO LESS THAN 72 HOURS IN ADVANCE OF SCHEDULED DATE OF POOL USE.

IF YOU MUST CANCEL A SCHEDULED DATE FOR A POOL RENTAL, YOU MUST CALL THE SOUTH BEND COMMUNITY SCHOOL CORPORATION AT 283-8001 NO LESS THAN 72 HOURS PRIOR TO THAT DATE.

I have read the above statements and agree to comply with them.

X _____
(Signature)

Date _____

**INSURANCE REQUIREMENTS
FOR USE OF
SOUTH BEND COMMUNITY SCHOOL CORPORATION FACILITIES**

1. THE SOUTH BEND COMMUNITY SCHOOL CORPORATION MUST BE NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.
2. USER MUST FURNISH A CERTIFICATE OF INSURANCE WITH THE FOLLOWING LIMITS:

GENERAL LIABILITY

Hold Harmless Contractual Liability

\$1,000,000 Each Occurrence

\$2,000,000 Each Aggregate

*WORKMEN'S COMPENSATION –per statute

**AUTOMOBILE INSURANCE

\$500,000 Bodily Injury, combined single limit

In the event of cancellation of insurance, please notify:

Steve Miskin, Buildings & Grounds
South Bend Community School Corporation
215 South St. Joseph Street
South Bend, IN 46601

TEN (ten) DAYS in advance of cancellation.

*Evidence of workmen's compensation insurance is needed only if **YOU** will have employees working at the school site.

**Needed only if applicable to your activity.

Rev. December 5, 2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Laven Insurance Agency Inc. 2628 S. MICHIGAN STREET P. O. BOX 2379 SOUTH BEND IN 46680	CONTACT NAME: [REDACTED] PHONE: [REDACTED] FAX: [REDACTED] E-MAIL: [REDACTED] ADDRESS: [REDACTED]
	INSURERS AFFORDING COVERAGE: [REDACTED]
INSURED [REDACTED]	requires Property Owners (Auto Owners) [REDACTED]
	requires Auto-Owners Insurance [REDACTED]
	INSURED: [REDACTED]
	INSURER: [REDACTED]

COVERAGES **CERTIFICATE NUMBER: 13-14 Master** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	AGREEMENT (YES/NO)	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	[REDACTED]	7/1/2013	7/1/2014	PROPERTY-CRIMENTS (Per occurrence) \$ 300,000 MEDICAL (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000
A	ANY AUTO					OWNERS STATE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		[REDACTED]	7/1/2013	7/1/2014	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB					EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LINE <input type="checkbox"/> CLAIMS-MADE COV: <input checked="" type="checkbox"/> RETENTION: 10,000		[REDACTED]	7/1/2013	7/1/2014	AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					<input checked="" type="checkbox"/> MULTI-STATE <input type="checkbox"/> OTHER STATE
	<input checked="" type="checkbox"/> ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/OWNER EXCLUDED (As defined in policy) If yes, description of EXCEPTED OCCASIONS MUST BE SHOWN	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	[REDACTED]	7/1/2013	7/1/2014	EL EACH ACCIDENT \$ 500,000 PL DISEASE - SA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation wording is included, per endorsement CG2404
 South Bend Community School Corporation is named as additional insured on a Primary and Non-Contributory basis

CERTIFICATE HOLDER South Bend Community School Corporation Steve Miskin, Building & Grounds 215 S. St. Joseph Street South Bend, IN 46601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [REDACTED]
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