

Appendix E

BLDG. _____

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT
 940 West Valley Road, Suite 1700, Wayne, PA 19087 610.240.1900

APPLICATION AND AGREEMENT FORM (AAF) FOR USE OF SCHOOL DISTRICT FACILITIES

Agreement between the Tredyffrin/Easttown School District ("T/E") and * _____ ("User" **Exact Name of Organization**); Witnesseth, that the noted User is applying for the use of the following:

* _____ at * _____ for the following date(s) and time(s),
 (Facility, Room(s), Field(s) (TE School/Building)

Date(s): _____ Day of Week _____ Time: from: _____ to: _____
 Date(s): _____ Day of Week _____ Time: from: _____ to: _____
 Date(s): _____ Day of Week _____ Time: from: _____ to: _____
 Date(s): _____ Day of Week _____ Time: from: _____ to: _____
 Date(s): _____ Day of Week _____ Time: from: _____ to: _____

(If necessary, please attach additional sheet using the same format as above)

for the sole purpose of _____, subject to the terms and conditions expressed on page 2
 (List the title and describe the event)
 of this form and in Policy 7040 and Regulation 7040.

AAF FORMS MUST BE SUBMITTED 12 BUSINESS DAYS IN ADVANCE OF EVENT BUT NO SOONER THAN 6 MONTHS.

*Signed _____
 (User or User's Contact and Certificate Holder)

*Name (Print) _____

*Telephone # _____

*Cell Phone # _____

*Address _____

*Email Address: _____

*** Billing Information**

* Organization: _____

* C/O: _____

* Address: _____

* Phone #: _____

* Non Profit Status: _____ Yes _____ No

If yes, then applicable documentation must be submitted with this form.

*Is your primary function to enhance the community by providing service to Tredyffrin/Easttown youth and/or adults? ___ Yes ___ No

*Does your group actively support the students' educational program? ___ Yes ___ No

*Estimated number of TESD resident participants _____ *Estimated number of non-TESD resident participants _____

*Date: _____

* Are you charging an admission fee or tuition for this event?
 _____ Yes _____ No

* All items marked with an asterisk (*) are required to be completed by the User.

User's signature on this form attests that the information submitted is true and accurate and constitutes acknowledgement that User has read and understands the School District's Policy and Administrative Regulations on the Use of Facilities as well as the text on page 2 of this document.

CLASSIFICATIONS - Please see Policy 7040, Use of Facilities, for Classification Definitions

NOTE: ALL ACTUAL CHARGES ARE ASSESSED BY BUSINESS OFFICE AFTER USE – PLEASE NOTE THAT IF PAYMENT IS MADE PRIOR TO THE END OF THIS AGREEMENT, ADDITIONAL CHARGES MAY BE INVOICED IF NECESSARY.
 The District reserves the right to assess late fees of up to 1% per month.

PLEASE MAKE ALL CHECKS PAYABLE TO: TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

DO NOT COMPLETE THIS SECTION OF THE AAF

DATE AAF RECEIVED IN THE BUSINESS OFFICE _____

User Classification: _____

Approved: _____

Not Approved: _____

Explanation if Not Approved: _____

ESTIMATED Rental Charge:	\$
ESTIMATED Support Staff Charge:	\$
ESTIMATED Total:	\$

Signed: _____
 (Business Manager) (Date)

TREDYFFRIN/EASTTOWNSCHOOL DISTRICT
940 West Valley Road, Suite 1700, Wayne, PA 19087 610.240.1900
APPLICATION AND AGREEMENT FORM (AAF) FOR USE OF SCHOOL DISTRICT
FACILITIES

1. **Notwithstanding fees stated on the AAF, additional fees may be levied if the School District incurs additional expense as explained in Regulation 7040. All charges are payable within 30 days after the billing date. The District reserves the right to assess late fees of up to 1% per month. Any individual or organization not satisfying the bill within ninety (90) days may be denied the privilege of further use of school facilities until all outstanding charges are paid.**
2. All facilities must be left in the same condition as found.
3. Should conflicts with School programs develop, the building Principal, Athletic Director, or their designee, may cancel any Application and Agreement Form (AAF).
4. This AAF is subject to the appropriate support personnel being available and willing to work as needed. T/E reserves the right to cancel any use of facility when custodial or kitchen services are not available for any reason and upon giving the User three (3) days notice prior to the time the use is to commence.
5. The T/E School District reserves the right to cancel this agreement should other circumstances necessitate, like inclement weather which forces schools to close or be closed early.
6. **In the event that a User needs to cancel, User shall inform T/E in writing to the Business Manager (at address listed above) two weeks prior to the scheduled event or pay as liquidated damages the rental/impact fee heretofore provided. This applies except when cancellation is due to a school district decision for weather or other circumstances. It is the User's responsibility to verify building availability. If TESD determines, in its' sole discretion, that a User cancels reservations with regularity, TESD has the right to reconsider that organization's priority in subsequent use of facilities requests.**
7. User agrees to comply with all ordinances, statutes, and regulations of all Local, State and Federal authorities and agencies; and User hereby indemnifies T/E and agrees to hold T/E harmless from all penalties, fines, costs, damages and expenses resulting from failure to do so. User further agrees to indemnify and save T/E harmless from all loss damage, liability, claims and demands, whether involving misconduct, negligence or otherwise, arising out of or resulting from such use of the premises.
8. **User agrees to provide T/E with evidence of insurance coverage as required in the Administrative Regulations on Use of District Facilities. By signing the AAF, the User agrees to indemnify and hold harmless the District for any claims made against the District for Worker's Compensation Insurance by persons performing work on behalf of User on School District property.**
9. The District will determine if the night and weekend temperature setbacks should be changed during the period of use, especially in the athletic areas.
10. **The User may not assign the approved agreement or sublet the premises.**
11. Subject to provisions of paragraph 10 hereof, this agreement shall be binding upon the heirs, executors, successors and assigns of the parties and shall be interpreted under the laws of the Commonwealth of Pennsylvania. Disputes shall be resolved by arbitration under the rules of the American Arbitration Association.
12. The use of alcohol and/or tobacco products is prohibited on all T/E property both inside and outside of school buildings.
13. User understands that this AAF is limited to use of the designated facility, building or field. User and anyone accessing the facility through the User ("User Group") may not access other parts of the facility, building or field not expressly set forth on this AAF. In particular, where school buildings are under construction, it is imperative that User and User Group remain in permitted area. User is responsible for supervising all individuals in User Group. T/E reserves the right to terminate AAFs or refuse to issue future AAFs to Users who fail to abide by this provision.
14. Construction/renovations at any of T/E's buildings may require that utilities be cut off for a period of time. T/E reserves the right to terminate the use of the building for that time period with 24 hours notice to the User.
15. User recognizes the fact that T/E's making its facilities available to the community in accordance with Board policy and administrative regulations, does not create any right for the User to the continued use of the facilities except at the discretion of T/E.
16. User agrees that in case of damage to facilities, the User shall compensate T/E in full.
17. Use of on premise climbing walls, gymnastics apparatus, or other items noted in School District Regulation 7040, by User groups at any T/E school is strictly prohibited unless otherwise approved by the appropriate administrator. User agrees to advise its own User group that the use of on premise climbing walls, gymnastics apparatus, or other items noted in School District Regulation 7040, is prohibited and that the District will not be responsible for any injuries occurring as the result of any use of the items.
18. **Upon request, the District may ask the User to provide proof of residency of the group members in order to determine the appropriate User Classification.**

User Initials _____

Date _____