



Saint Basil Academy

711 Fox Chase Road | Jenkintown, PA 19046
215.885.3771 | Fax 215.885.4025 | www.stbasilacademy.org

Facility Use Agreement

_____ (hereinafter referred to as the User(s)) and Saint Basil Academy (hereinafter referred to as the School), agree to allow the following described room(s) or facility(ies):

to be used by User(s) subject to the following terms and conditions which are agreed to by the respective parties.

1. The facility(ies) will be available for use on the following dates and times:

Dates from: _____ through _____

Between the hours of _____ AM/PM and _____ AM/PM

Purpose/type of function(s): _____

Number of people attending: _____

2. The User(s) to pay a use fee of \$ _____ per _____, the fee to be paid to

_____ on or before _____

3. The User(s) to pay a bond/deposit of \$ _____ refundable at the expiration of the agreement provided that the facility(ies) used has/have been left in an appropriate condition.

4. The User(s) to observe the following opening and securing arrangements:

5. For the purposes of this agreement, the User(s) to use only those parts of the buildings or grounds specified above, and the entrances to those parts for only the times specifically identified within this agreement.

6. The User(s) is to ensure that any furniture and equipment moved during use of the premises is replaced, that the premises will be left in a clean and tidy condition, that proper care will be taken of the premises during use and any damage from such use, whether caused by negligence, recklessness or the willfulness of the User(s), or the servants, agents or invitees of the User(s), is repaired at the User(s) own cost.

7. The School reserves the right to terminate this agreement immediately by notice in writing at its absolute discretion if clause 6 is contravened by the User(s) (or the servants, agents or invitees of the User(s)) at any time.

8. The User(s) is to take out and maintain current throughout the term of this agreement a public risk insurance policy with a reputable insurer, having an A. M. Best rating of A- or better, in which (a) the School is indemnified in an amount not less than \$2 million for any claims whatsoever (including injury to persons or damage to property) arising out of the use of the School premises by the User(s); (b) the School is named as an Additional Insured under the policy; and (c) the policy or a certificate of insurance must be produced to the School prior to use of the facilities. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User's use of the School premises shall be excess.

9. The User(s) agrees that no hazardous materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought onto the premises or used in any way while occupying any portion of any School owned property except as specifically listed below:

10. The User(s) agree that no amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices related thereto will be brought onto the premises or used in any way while occupying any portion of any School owned property except as listed below:

11. The User(s) must give written notice to the School of any accident resulting in bodily injury or damage to property of the School or others occurring on School premises or in any way connected with the use of School premises within 24 hours of the accident. The notice must include details of the time, place and circumstances of the names and addresses of any person(s) witnessing the accident.

12. The User(s) to observe the following extra conditions:

Hold Harmless Agreement

In addition, the User(s) undertakes and agrees to indemnify and hold harmless the school, school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them, against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of School premises by the User(s) (or the servants, agents or invitees of the User(s)), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the School premises or for such amounts as may not be payable under any such insurance policy.

Accepted on behalf of User(s): _____

By: _____

Title: _____

Date: _____

Contact person _____

Telephone Number: _____

E-mail address: _____

Mailing address _____

Saint Basil Academy

By: _____

Title: _____

Date: _____

On Site Assigned Contact Person: _____

Telephone Number: _____

E-Mail Address: _____



This agreement to be kept on file with Principal & Facilities Manager

Check and
Initial if
Complete

_____ Certificate of insurance has been received and verified for minimum \$1M liability coverage.

_____ St. Basil Academy is SPECIFICALLY listed as a named insured

_____ The coverage period on the certificate of insurance is within the usage times specified on the Facility Use Agreement.