

## **Rent a Colonial School District Facility**

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## Rent a Colonial School District Facility

### A. GENERAL STATEMENT & DEFINITIONS:

The Colonial School District encourages the use of District facilities and equipment by individuals and groups consistent with Delaware law (14 Del. C. § 1056). Usage of District facilities and equipment by outside groups may not interfere with the education of District students. The District must ensure that costs incurred as a direct result of such use are assumed by the Users (i.e. Organizations, Associations, Individual Groups, etc) and not the District, per the Code.

### B. CATEGORIES FOR CLASSIFYING FACILITY USERS:

1. All Users will be classified into one of two categories for purposes of determining building use fees.
2. The classification category for each facility request will be evaluated for each application received.
3. The classifications will be reviewed on an on-going basis.
  - a. Annual Application Fee Only  
Community groups, civic associations and nonprofits that operate to benefit Colonial students, such as PTA and PTO, Boy Scouts of America, Girl Scouts of America, Boys and Girls Clubs. *\*Please note events held during the weekends will be accessed hourly surcharge per room or area.*
  - b. Full Fees  
All for-profit organizations and any user that does not fit the criteria above. Includes annual application fee and hourly charge per room or area. *\*Please note events held during the weekends will be accessed hourly surcharge per room or area.*

**Guidelines**  
**Community Use of District Facilities**  
**Colonial School District**

**A. GENERAL RULES:**

1. Any violation of these regulations will result in the suspension of building use privileges throughout the District. Suspensions of privileges will be sent via email to the organization indicating the violation(s) & minimum length of suspension.
2. Users who are required to file a Facilities Use Application must have access to a copy of their Facility Use Application and approval when on-site.
3. The use of school facilities is limited to the specific area, dates & times for which permission has been granted.
4. Users may not store materials on-site unless arrangements have been made in advance with the school administration and Chief Custodian and written approval has been received. If approved, any stored materials must be removed within two weeks of notification & coordinated with the school administration or chief custodian. Materials not removed in this time, may become the property of Colonial School District or disposed of as necessary.
5. A designated District employee may be required to be present for use of school equipment such as lighting and sound systems. Charges for this employee will be in addition to any rental fees and will be determined at the time of application approval.
6. All activities shall be adult supervised by the responsible User or group.
7. No equipment may be permanently installed in any district building or on school grounds. Any equipment to be brought on-site must be specified in the Users Application.
8. Surveillance cameras are in use at all Colonial Facilities. By renting our facilities, you agree that you and your Users consent to these cameras being used in any way deemed necessary by the District.

**B. INDEMNIFICATION AND INSURANCE:**

1. By making application and using District facilities and/or equipment, the User agrees to indemnify and hold harmless the Colonial School District for any accident to any occupants of the building or grounds during the period of use. The Board accepts no responsibility for loss of personal property or injury to participants. A current Certificate of Insurance form is required from all groups prior to use of school facilities unless this has been WAIVED in writing. *Refer to the certificate sample in Appendix B.*
2. The User will provide the School District with a Current Certificate of Insurance Completion of ACORD Certificate of Insurance unless waived in writing by the Superintendent or his designee. The following insurance types and limits required:
  - a. Commercial General Liability or Special Event Liability Insurance written on an occurrence basis

with Limits of Liability of not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. The Policy shall be endorsed with the aggregate limit to apply on a per project and per location basis; provide for a Waiver of Subrogation in favor of the School District and name **Colonial School District** as Additional Insured and so indicate in either the applicable block or remarks block of the Certificate of Insurance.

- b. If the renter has Employees, Workers Compensation with Employer's Liability Limits of not less than \$500,000 Each Accident, \$500,000 Policy Limit for Occupational Disease and \$500,000 Each Employee for Occupational Disease will be required. The policy shall be endorsed with a Waiver of Subrogation in Favor of **Colonial School District** with wording so indicating in the remarks block of the Certificate of Insurance.
- c. Other Insurance may be required depending on the nature of the Facilities use. Each Application will be evaluated, based on the reason for requesting use of the facility. Any insurance requirements may only be waived in writing by the Superintendent or his designee.

### **C. CUSTODIAL COVERAGE:**

- 1. A custodian must be on duty at all times that District facilities are in use, except for practice field use. Charges for custodians' time outside of their regularly scheduled hours will be in addition to any rental fees. Overtime rates will be applicable outside of custodians' regularly scheduled hours. No holidays.
- 2. For facility use approved outside of regularly scheduled custodial hours, the building will be opened by a custodian ½ hour before the approved scheduled starting time, and the User will be billed for the custodian's time at overtime rates accordingly. Normally the User will be billed for ½ hour of custodial time after the scheduled end time to allow for clean-up. If more than ½ hour of custodial time is required for clean-up, the User will be billed after use and payment will be due within 14 days of receipt of the invoice from School Facilities.
- 3. Any set-up requirements requested by the User (e.g. moving of tables) must be indicated on the Application, and the User will be billed for the custodial time required for set-up. Generally, equipment (tables, chairs, etc.) will be limited to what is available in the room requested.
- 4. Use of school facilities when school is in session must cease no later than ½ hour before the custodial shift ends, or the User will incur additional custodial charges, and payment will be due within 14 days of receipt of the invoice from School Facilities.
- 5. Charges may be applied to a User for custodial services even though use of the facility occurs during hours when a custodian is normally present, if the custodian is diverted from his/her regular duties to meet the needs of the User. Payment for additional custodial charges will be due within 14 days of receipt of the invoice from School Facilities.
- 6. Users are welcome to review usage with a custodian prior to departure, after departure all charges are final.

#### **D. CARE OF FACILITIES:**

1. Users must supply adequate supervision to ensure proper care of school facilities and are responsible for leaving the facility in good condition with trash disposed of in proper receptacles and all equipment returned to original location. In cases where trash receptacles are not available, groups are expected to take their trash with them upon departure.
2. Users will be held responsible for any damage that occurs to school facilities and equipment. Fees for damages incurred during use of the facility must be paid by check or money order within 14 days of receipt of the District's invoice for damages. This can include the cost of contracting with vendors to restore or repair damages.
3. No adjustments or alterations may be made to existing equipment without specific approval from the Manager of Facilities or his/her designee. Users will be held responsible and charged for any damage incurred.
4. No food or drinks may be taken into the gymnasiums, auditoriums, libraries, and other areas as identified by the Chief Custodian. Any events involving food must be held in the cafeteria but use of Colonial kitchens is not permitted.
5. The installation of decorations, posters, etc., must be done in such a manner that will NOT mar the finish of any surface. Decorations may not cover Exit lights, smoke detectors, sprinkler heads, AED devices, fire extinguishers, or Exit doors. All decorations, posters, etc., are to be removed and disposed of by the group responsible for their installation. **BALLOONS ARE PROHIBITED.**

#### **E. SAFETY AND PROTECTION OF SCHOOL PROPERTY:**

1. All federal, state, and local rules and regulations must be observed by Users.
2. Keys (including keys for gates, sheds, etc.) will not be issued to Users in accordance with Board Policy.
3. The use of tobacco/marijuana/vaping products, alcohol and illegal/illicit drugs, is prohibited on school property at all times.
4. Parking is permitted in designated areas only. Vehicles may not be parked in Fire Lanes or off of paved surfaces.
5. All Exits and passageways must remain clear.
6. Exterior doors may not be propped open.
7. Users must familiarize themselves with multiple means of egress (fire exits) from the building.
8. Users must remain in the area approved for use and may not enter other areas of the building.
9. The use of open flames is strictly prohibited anywhere on Colonial property.
10. The district reserves the right to require a user to secure and pay for additional services such as police coverage or security.

## **F. GENERAL RULES FOR ATHLETIC FIELDS & KITCHENS:**

### **1. Athletic Field Usage**

- a. No improvements or changes may be made to athletic fields at any site without first receiving approval from the William Penn Athletic Director &/or Chief of Grounds.
- b. All trash and debris must be removed from practice fields and placed in appropriate receptacles or groups are expected to take their trash with them upon departure. Additional clean-up charges will be assessed to the users that do not follow these guidelines.
- c. Approval for use of athletic fields does not include access to school buildings for use of restroom facilities. Therefore, Users may be required to arrange for and pay for portable toilets on-site. Delivery and placement of portable toilets must be coordinated with and approved by the Chief Custodian.
- d. Users are expected to remove all athletic equipment at the end of each use.
- e. Excess damage to fields beyond normal use may result in extra charges.
- f. The district reserves the right to cancel the use of its fields during and following inclement weather if such use could damage the District's fields.

### **2. Kitchen Facilities:**

- a. The use of school kitchens or kitchen equipment is not available for outside groups.

## **G. CANCELLATIONS:**

1. In cases when a conflict with a school event occurs, the District may reschedule/cancel the building use. The District will give the Users as much advance notice as possible in the event that an approved building use must be rescheduled.
2. In the event of cancellation by the User, School Facilities must be notified at least 48 hours in advance at (302) 323-2700 & email the Facility Coordinator at [businessoffice@colonial.k12.de.us](mailto:businessoffice@colonial.k12.de.us) or the User may incur charges. In the event of a no-show by the User, the group will be responsible for reimbursing the District for a minimum of two hours of custodial time. If HVAC has been scheduled, the User will also be responsible for those charges.
3. No school facilities or grounds may be used on a day that schools have been closed due to emergencies such as weather conditions and loss of power. This includes days when schools have been dismissed early because of emergencies. During periods of inclement weather, scheduled Users should check the District website or listen to the radio for possible school closings. Charges will be refunded in the event of a District cancellation of facility usage.
4. The District may cancel after hours/weekend facility use in cases of emergencies or inclement weather. Charges will be refunded in the event of a District cancellation of facility usage. Users may incur additional charges if inclement weather results in additional services (ie. Salting, plowing) and these will be discussed with the Users prior to the event.
5. The district reserves the right to cancel the use of its fields during and following inclement weather if such use could damage the District's fields.

## **Application Procedures Community Use of District Facilities**

### **A. USER APPROVAL PROCESS:**

1. An Application for Use of School Facility must be completed online at [SchoolRentalsDE.com](http://SchoolRentalsDE.com).
2. The User will create an account. This allows you to submit your User application for approval, and once your application is approved, you will be able to submit a request for the use of school facilities for your event(s).
3. No facility requests can be made until the user application process has been completed and approved by the Facility Use Coordinator.
4. Renewal applicants will be given first right of refusal up to 30 days prior to application date for use but no sooner than August 1<sup>st</sup> of each calendar year (for the upcoming school year).
5. An appropriate [Certificate of Insurance](#) must be attached to the online application with additional details available for minimum insurance requirements. *Refer to the certificate sample in Appendix B.*
6. The User accepts the Terms & Conditions upon submitting their application.
7. The Facility Coordinator receives email notification of a new User application to be reviewed for approval, and may request more information from the User or the application may be denied. The User is notified via email of any of these actions.
8. If the new User application is approved, the User may proceed to submit their request event.

### **B. REQUEST EVENT PROCESS:**

1. For the building that the individual or group wishes to use, at least 30 days prior to the requested date of use, but no sooner than August 1<sup>st</sup> of each calendar year (upcoming school year). The District may refuse applications that are not received 30 days prior to the requested date of use. Building access is restricted to external groups after the last school day through the summer months. The first available building access event date is the 2nd Monday in September, providing this date is not a holiday or other school restrictions are in place.
2. No facility use may take place until Users receive confirmation of approval.
3. The staff member who coordinates facility use at the building requested will review the application to determine if there are any additional unposted scheduling conflicts with school or district use or with other groups. Note that school activities take precedence over any outside group's use of school facilities.
4. Approved requests will be forwarded to the School Facility Coordinator for final authorization and pricing. If the usage is denied, the applicant will be notified electronically.
5. If the request is approved, the applicant will be notified via email and identified charges will be prepared and provided to the group. No district building or athletic field may be used without prior approval and

receipt of payment. Non receipt of payment could result in event cancellation &/or future suspension of district facilities usage.

6. If a group is applying for use of multiple buildings, a separate application must be submitted for each building.
7. Use of any equipment must be requested in the facility use request and approved in advance. Charges for equipment may be applied as agreed upon in writing between district & User. Equipment fees and set up fees are separate.
8. Any special set-up requirements **must** be requested in the facility use request (e.g., movement/set-up of tables and chairs, etc.). Approval of set-up requests and appropriate charges will be indicated in the approval letter.
9. The District reserves the right to deny an application or revoke approval for use for any reason.

#### **C. FEE PAYMENT:**

1. Fees will be charged for the use of school facilities according to the Fee schedules included in Appendix A.
2. All fees for facility use must be paid by check, money order or credit card at least one week in advance of the date of use. Credit card payments may be made online [Facility Rental Payments](#) through MySchoolBucks.com. Please note there is a 4.95% transaction fee included with this payment method that is absorbed by the organization.
3. Users that have failed to fully pay all outstanding charges from prior use of District facilities will be prohibited from using any District facilities until all outstanding charges have been paid in full.
4. The Users will be assessed a fee of \$50.00 for any returned check. The District may require payment by money order from any Users that incurred returned check fees.
5. If the Users actual time in the building extends beyond the hours requested and approved, the User will be invoiced for additional costs. All additional costs must be paid within 7 days of receipt of the invoice from School Facilities.
6. To conserve energy, the HVAC systems for all schools are placed into an unoccupied setting at the end of the normal school day. In cases when the building's heating/ventilating/and air-conditioning systems would not otherwise be running, an energy surcharge may be applied. The cost will be detailed in advance and billed to the User. HVAC is required for any event where more than 25 people are expected during the district's heating or cooling season.

**Questions about these procedures should be addressed to the Facility Coordinator at 302-400-7977.**



**APPENDIX A: FEE SCHEDULE**  
**Community Use of District Facilities**

**All checks should be made payable to: Colonial School District**

**Payments may be mailed to the address below or delivered to the receptionist:**

Colonial School District  
Administration Building  
Business Office-Facility Rentals  
318 E. Basin Road  
New Castle, DE 19720

[Facility Rental Payments](#) may be made online with a credit card for convenience. Please note there is a 4.95% transaction fee included with this payment method that is absorbed by the organization.

**Payments to be received by the District a minimum of one week before the event start date.**

- Annual Application Fee Only: \$50  
*\*Events held during the weekends will be accessed with an hourly surcharge per room.*
- Full Fees: Include annual application fee and hourly charges per room or area.  
*\*Events held during the weekends will be accessed with an hourly surcharge per room.*

**FEE SCHEDULE**

<b>Building Location</b>	<b>Weekdays</b>	<b>Weekends</b>
Auditorium	\$55 up to 4 hours	\$75/hour
Gymnasium	\$55 up to 4 hours	\$75/hour
Cafeteria – Dining Area	\$55 up to 4 hours	\$55/hour
Library	\$55 up to 4 hours	\$45/hour
Classroom	\$25 up to 4 hours	\$45/hour
Events held where admission will be charged.	\$25 flat rate	\$50 flat rate
Athletic Field – Practice Field	\$50 up to 4 hours	\$35/hour
Athletic Field – Stadium Field	\$100/hour	\$120/hour
Track Rental	\$50 up to 4 hours	\$35/hour

**APPENDIX B: CERTIFICATE OF INSURANCE**  
**Community Use of District Facilities**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/22/2023

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> User's Agent or Broker & Address EX: XYZ Insurance Co. Address		<b>CONTACT</b> NAME: Agent or Broker Name PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ADDRESS:															
<b>INSURED</b> User's Name & Address, EX: ABC, Inc. 123 Main St. Anywhere DE 19801		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES		CERTIFICATE NUMBER: 805266445		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.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Colonial School District is named as an Additional Insured on a Primary and Non-Contributory basis. The Insured as noted above agrees to Waive Subrogation for General Liability, Commercial Auto, and Worker's Compensation in favor of Colonial School District.							

<b>CERTIFICATE HOLDER</b>  Colonial School District 318 East Basin Road New Castle DE 19720	<b>CANCELLATION</b>  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
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