



MIDDLETOWN AREA SCHOOL DISTRICT

55 West Water Street
Middletown, PA 17057
Phone # 717-948-3327
Fax # 717-948-4006

Facility License Agreement

(Appendix B-2)

The Middletown Area School District (“School District”) gives the following group or individual: **LST AA** (hereinafter referred to as the “user”), permission to use the premises identified below pursuant to the terms and conditions set forth in this Facility License Agreement (“Agreement”). The School District shall retain possession of the premises at all times. This Agreement is revocable license and user’s authority to use the facilities is subject to user’s strict compliance with terms and conditions listed below. The School District reserves the right to immediately terminate the use for noncompliance with this Agreement.

1. User shall have access only to the following areas: **Life Fitness Center**
2. User may use the facilities described in paragraph 1 hereof for the following purpose(s) only: **Tryouts/Practices for the 2009 baseball/softball season**
3. User shall have access to the facilities described in paragraph 1 hereof only on the following dates and at the following times: **Every Saturday beginning January 3rd through March 21, 2009 from 1:00 to 8:00 P.M.**
4. User shall be held responsible for the conduct of their members and guests who are in attendance at the activities described in paragraphs 1-3. User shall exercise reasonable care and supervision of individuals to ensure district equipment and facilities are not damaged, abused or stolen, and otherwise left in a reasonably clean and orderly condition after use.
5. The School District, through its employees, officers or agents, including local police department, may remove any person or persons from school district premises whose conduct is reasonably viewed as constituting a violation of the terms or conditions of this Agreement, School District policies, municipal ordinance, state or federal laws.
6. This license shall be automatically revoked if user, or any member or guest of the user, possess, brings or allows to be brought onto school premises any weapon (as defined by 24 P.S. § 13-1317.2), alcoholic beverage, controlled substance or drug paraphernalia (as defined by 35 P.S. § 780-102) or any other items that cannot lawfully possessed or brought on school district property.

7. In consideration of this license, user shall pay the following fee to the school in advance for the use of district facilities: **You will be invoiced for LFC Supervisors hourly rate of \$7.50.** User shall pay this fee in full prior to using the school premises, unless the User and School District mutually agreed in writing to alternative arrangement for the payment of the fee.

8. User may not cause or permit any damages to school district premises, property, furnishings, fixtures or equipment, and will not do or allow anything to be done which would damage or change the finish or appearance of the premises or its furnishings, fixtures, or equipment. User shall be liable for the cost of repairing any damage to school district property, furnishings, fixtures, or equipment. The School District, in its sole discretion, shall determine the extent of the damage done to its property and calculate the repair or replacement cost for any such damage. User shall pay the amount for repair cost within ten (10) calendar days of being notified of the amount. The user's failure to timely pay the cost any necessary repair or replacement costs will result in the user forfeiting the ability to use School District facilities in the future.

9. The School District is not responsible for property brought onto its premises by the user or user's members, guests or invitees. The user is solely responsible for the protecting of such property against damage, loss, theft, etc. The school district is not responsibility to replace or repair user's property, or property of persons associated with the user, that is brought onto school premises.

10. This license may be revoked by the School District at any time and for any reason, with or without cause.

11. User shall provide the following insurance in order to obtain the revocable license granted by this Agreement: . A copy of the applicable insurance policy shall be provided to the School District upon request. User shall immediately notify the School District if said insurance is changed, revoked or cancelled during the time period of the revocable license.

12. User shall comply with all local, state and federal laws while present on School District property and/or using School District facilities.

13. The School District may remove from its premises and facilities and dispose of or store, at its sole discretion, any personal property left behind by user or those participating in user's function or activity. The School District is not responsible for replacing for lost, stolen or damaged personal property.

14. User may not obstruct the halls, ramps, entrances or lobby of any building or athletic facility while using such premises. User shall keep the passageways clear at all times.

15. User and its representatives, members, subrogees, successor or assigns, expressly agree to waive its right to sue or seek any recovery against the Middletown Area School District, its directors, officers, employees or agents for any injury or loss that takes on School District premises to the extent said loss or injury is covered by any insurance contract maintained by the user.

16. The School District shall not be liable or responsible to any person or persons participating in or otherwise attending activities offered by the user on School District premises pursuant to this Agreement. User understands and agrees that user assumes all responsibility and liability for all accidents, injuries, losses or claims that may occur or arise out of the use of the premises under this Agreement and further agrees to hold harmless the Middletown Area School District, its agents, directors, officers and employees from any and all claims whatsoever that may arise from use of the premises under this Agreement.

17. User agrees to pay all attorney fees and litigation costs incurred by the School District, its agents, directors, officer and employees, stemming from any criminal or civil action or legal claim regarding acts or omissions arising from this Agreement.

18. The "Application and Agreement for Use of School Facilities" (Appendix B-1) previously submitted by the user to the School District is incorporated by reference herein, and the user agrees to fully comply with the terms, conditions and restrictions set forth in that document.

19. The School District Emergency Contact Information is as follows: Facility Coordinator - Tim Reider: (717)443-0484 Cellular, (717)222-7954 Home; and Director of Plant Operations - Bill Meiser: (717)443-0535 Cellular, (717)274-9110 Home

As evidenced by the signatures set forth below, the User and the School District agrees as follows:

- A. User's representative is authorized to execute this Agreement on behalf of the User;
- B. User has carefully reviewed the this Agreement, and been given a reasonable opportunity to review School District's policies, and fully understand the user, its members, guests and invitees must comply with all of the terms and conditions set forth in the Agreement and those policies;
- C. User has obtained the insurance required by paragraph 11 of this Agreement, and agrees to maintain such insurance coverage for the entire duration of this Agreement;
- D. The School District has authorized the user to use the premises identified herein pursuant to the terms and conditions of this Agreement;

User Representative: _____
(Full Name and Date)

School District Representative: _____
(Full Name and Date)