

School Hill Park Shelter and Grounds Use Agreement



Rules and Regulations

1. Please issue a check payable to: School Hill Athletic Club

User Fee:

\$150 for each day used

User fee must be received 3 weeks prior to the scheduled event.

2. Cleaning of the park area will be the responsibility of the user and all cleaning shall be done immediately following the event. (Same day). All of the garbage generated by the user must be placed into the on-site dumpster or recyclable bins.

3. NO grills will be allowed in or under the park shelter roof.

4. The park must be vacated by all persons no later than 12:00am. Please show respect towards all neighbors and use common sense regarding noise generated from the gathering.

5. The park is to be used for private parties only. No public or fund raising activities are to be conducted on the park grounds.

6. In consideration for the use of the park facilities, we hereby waive and relinquish any and all claims and rights for damages we have against Holy Trinity Church and the Athletic Club for any and all injuries suffered while using the park facilities.

7. Any violation of the above rules and regulations may be grounds for denial for any future use requests.

Date(s) Park Requested: _____

Start/End Time Park Requested: _____

User Name (Printed): _____

Phone #: _____

User Name (Signature): _____

Date: _____

Administrator Signature: _____

Date: _____

Please Contact:

Shawn Mangan 14803 Point Creek Rd. Newton, WI 53063

920-286-0501

shawnmangan@yahoo.com

www.schoolhillathleticclub.com

Rental Amenities

Provided for use during your rental:

White tables-located in the northeast corner of the common area

Folding chairs located on the rack in the northeast corner of the common area

Red Coca-Cola cooler

Fridge and freezer (almond color)

Microwaves (3)

Ice maker (this should be full the day of rental, we limit use a couple days before to accommodate)

Sound system-bring ipod or phone stations are limited. **(CAUTION: BE CURTIOUS OF OUR NEIGHBORS)**

Cabinet with napkins and wipes in between two overhead windows (if necessary)

Cleaning supplies and equipment: vacuum, broom, dust pan (located in the back hall before the gate)

Garbage bags-two sizes-replace bags and put full bags into dumpster located in fenced area behind building. Save the straps that hold the bags on the big barrels

Extra toilet paper and bathroom hand towels in cabinet across from sink

Power strips & extension cords (yellow)

Basketballs and footballs available in locker by basketball court

Horse shoes under sound system in cabinet

Anything that is locked is **not available** for use along with the popcorn maker and sandwich press

All of the above should be put back where you found them

Any questions please contact:

Shawn Mangan 920-286-0501

Jim Mangan 920-207-0568

Catholic Mutual. . . “CARES” FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non parish sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase “special event” liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a “certificate holder.”

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage: 1. Did the parish have full control over the group or function? 2. Did any costs or fees associated with the function flow through parish accounts? 3. Was the function or group open to all parish members? 4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish? 5. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation. FACUSA (4/13)

FACILITY USAGE/INDEMNITY AGREEMENT

Parish: _____

PARISH is understood to include the Arch/Diocese of _____

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH. FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH. If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

(Must be an official agent of FACILITY USER)

NAME (Please print): _____

DATE: _____