



# McQUAID JESUIT

## **RENTING FACILITIES AT MCQUAID JESUIT**

The rental of the McQuaid Jesuit facility (e.g., cafeteria, gymnasium, etc.) for non-school sponsored events (e.g., meetings, receptions, etc.) requires compliance with the following procedures.

Please review the following documents:

1. Facility use policy
2. Facility use terms and conditions
3. Rental usage and staffing fees
4. Emergency procedures

Please complete the following documents:

1. Rental application
2. License agreement

Please submit all completed documents to:

Jennifer Roxstrom

McQuaid Jesuit

1800 South Clinton Avenue

Rochester, NY 14618

## **FACILITY USE POLICY**

The campus and facilities at McQuaid Jesuit exist and were developed for the academic, athletic, and extra-curricular use of the faculty, staff, and student body. From time to time, the school is able to make its facilities available to affiliated groups or others who seek appropriate venues for their own use.

Individuals or groups outside of McQuaid Jesuit may be permitted use of the campus and facilities for worthwhile purposes when such use will not interfere with the school program, school day or contradict the mission and values of the school.

As noted above, the first priority for use of the campus and the facility belongs to the students, faculty, and staff of McQuaid Jesuit. The school's athletic teams, music department, theatre program, and clubs and activities will not be inconvenienced for outside group rental or use. The school does not enter into rental agreements for long term or ongoing use of the facilities or campus.

The president of McQuaid Jesuit reserves the right to make the final determination on the availability of the facilities for outside use in consultation with appropriate school representatives.

## **FACILITY USE TERMS AND CONDITIONS**

It is the intent of the school to provide first for educational, athletic, and social needs of our students and also serve the needs of the members of the larger McQuaid Jesuit and Rochester communities.

As is true of all school property, the school shall maintain its control of school facilities; therefore prior approval for use must be obtained. This applies to all internal and external groups and organizations.

All school activities should take priority over this agreement and supersede the use of said facility by the parties signing the application (hereafter referred to a USER). McQuaid Jesuit (the SCHOOL) reserves the right to cancel any contract or withdraw permission for use at any time without notice to the USER and without penalty or damages to the user.

The USER must provide the SCHOOL, prior to use of school facilities, a certificate of casualty insurance satisfactory to the school.

The USER must assume full responsibility for the conduct of any persons whom they admit and for any infractions or regulations, as well as agree to pay the cost of any damage caused by them or their patrons during the period of their use of the facilities.

Permission shall not be granted to use of school facilities after 10:30 p.m. without prior approval.

The USER shall notify the SCHOOL at least seventy two (72) hours in advance of any cancellation of the reserved dates hereunder.

Adequate adult supervision must be provided for any activity.

No unlawful conduct or activities will be permitted on the premises. The USER shall be responsible for and provide adequate supervision and protection for any and all activities conducted on the SCHOOL premises or use of school facilities.

Smoking is not permitted anywhere inside the building or on the school campus.

It is expressly agreed and understood by the USER that the SCHOOL shall be free from all liabilities and claims for damages and suit for or by the reason of injury to any person or persons or property of any kind whatsoever, whether the person or property of the renter or his or its agents, servants, or employees, or third persons, from any cause whatsoever while in or upon said premises or any part thereof during the term of this contract or occasioned by any occupancy or use of said premises or facility or any activity carried on by the USER. USER hereby covenants and agrees to indemnify, defend and save harmless the SCHOOL from all liabilities, charges, expenses (including attorney's fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits, or losses except those resulting from the design or maintenance of the facilities or the sole or gross negligence of the SCHOOL, its officers, officials, board members, trustees, agents, representatives, employees or volunteers.

#### POLICY STATEMENT REGARDING THE USE OF AUXILIARY OR ADDITIONAL EQUIPMENT OR PERSONNEL:

No additional lighting or sound equipment or additional structural units may be attached or wired into the existing sound or lighting systems.

No additional generators or additional sources of electricity may be added to the existing electrical system.

No rewiring or wiring to the existing system will be permitted.

No separate sound or lighting systems may be plugged into the existing system.

Additional speakers or follow spotlights will be permitted only with the written permission of the theater manager.

#### ADDITIONAL REQUIREMENTS AND PAYMENT:

USER must provide McQuaid Jesuit with proof of a certificate of insurance for \$1,000,000 of term general liability insurance for the duration of their stay in the facility.

The school reserves the right to waive any or all usage or rental fees at its own discretion.

For outside groups or persons, a school staff member must be present on campus for the duration of the rental. An hourly rate, in addition to the general rental/usage fee applies, dependent upon the type of personnel required.

Due to health code, no group may use the kitchen facilities of the school.

A nonrefundable check in the amount of 1/3 of the total fee will be required with the signing of the contract. The balance is payable two weeks prior to the date of the event.

The school reserves the right to change fees and rates as it deems appropriate.

The school has the sole right to determine who shall/shall not use its facilities.

Unacceptable behavior from the USER or guests of the USER will not be tolerated (see policies above).

Food is permitted ONLY in the cafeteria, Keenan Hall, the Chapel Foyer or corridor, the Auditorium lobby.

All catering will be provided by Lessing's Food Service. Please see Catering Policy for more details.

## **RENTAL USAGE AND STAFFING FEES**

For groups within or directly affiliated with the SCHOOL (e.g. Parents' Association, athletic team parent groups, etc...) there is no rental or usage fee. However a staffing fee may apply for required maintenance/facility, technical or administrative personnel.

For outside groups, the following basic fee schedule applies:

### Board Room, Chapel\* and Cafeteria

Basic (up to four hours)	\$250
Each hour beyond four	\$50

\*the chapel may only be reserved for religious services and requires the prior approval of the President

### Ryan Gymnasium

Basic (up to four hours)	\$500
Each hour beyond four	\$100

### DiMarco Fieldhouse

Basic (up to four hours)	\$750
Each hour beyond four	\$125

### Keenan Hall (lobby connecting the Gymnasium and Fieldhouse)

Each hour	\$50
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Due to liability concerns and issues, the McQuaid Jesuit cardio and weight rooms are not available for rental or use by outside groups.

### Black Box Theater

Each hour	\$50
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### Hogenkamp Auditorium/Theater

Basic (up to four hours)	\$750
Each hour beyond four	\$100

(Use of the Auditorium for Banquets is reserved to the Offices of Advancement, the Principal and the President)

### Staffing Rates:

In addition to rental and usage fees, outside groups are required to have a representative of the SCHOOL present at all time during the event. The requirements for the type and number of McQuaid Jesuit staff will be determined at the time of the rental agreement. The rental and the use of facilities is dependent upon the availability of staffing.

Maintenance/Facilities	\$40 per hour
Technical/Administrative	\$40 per hour

## Building Hours:

Monday– Friday	6:00 am – 10:00 pm
Saturday	6:00 am – 5:00 pm
Sunday*	11:00 am – 4:00 pm

During the months of July and August the building is closed for all use on Sundays.

## **EMERGENCY PROCEDURES**

### Before the Event:

All personnel should familiarize themselves with the following information.

- Know the quickest exit route out of the building. Have a backup or alternate path out of the building.
- Elevators should be avoided in emergencies and should not be used in the event of fire. In emergencies other than fire, elevators may be used by people with mobility impairments.
- Know the location of the nearest manual fire alarm pull station and know how to activate it.
- Know if anyone will require assistance in exiting the building and be prepared to provide whatever help is necessary. Persons with disability-related evacuation needs are encouraged to discuss their needs with the event coordinator in advance.
- Know how to turn off machinery and equipment, which is left running for an extended period may create additional safety hazards (e.g. coffee makers, Bunson burners, toaster ovens, etc.)

### In Case of an Emergency:

Should you encounter a fire or find significant smoke in our buildings, pull the nearest fire alarm and call 911. You should always pull the alarm first and then call 911 so as to ensure all building occupants will get notice to evacuate every building in campus. Evacuate the building immediately via the nearest safe exit. Ensure doors close behind you. If you encounter a good deal of smoke or fire, use your secondary exit. If a secondary exit is not available, keep low the emergency immediately.

In the event of a personal or physical emergency, AED'S and Mobile Trauma kits are available throughout the school. In addition to employing these emergency devices, dial 911 and report the emergency immediately.

All major campus entrances have been numbered to facilitate a more efficient and effective response to an emergency. If you can, please include door numbers in all reports of emergency.

Door 1 – Main

Door 2 – Auditorium

Door 3 - Carrier Commons and Cafeteria

Door 4 – Athletic Fields

Door 5 – Field House

**RENTAL APPLICATION**

This form should be completed by an official representative of the organization requesting use of McQuaid Jesuit facilities.

Please return this form to Jennifer Roxstrom c/o McQuaid Jesuit High School

**ORGANIZATION INFORMATION**

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone of Contact Person: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

**RESERVATION INFORMATION**

Type of Activity: \_\_\_\_\_

# of Persons Attending: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Equipment Needed: \_\_\_\_\_

Room Decorations Needed? Yes/No (Decorations must be removed at the end of the event)

Diagram of Room Submitted? Yes/No (Facilities are set up one hour prior to the event)

Today's Date: \_\_\_\_\_

Date Requested: \_\_\_\_\_

Time Requested: \_\_\_\_\_

**RENTAL FEES**

Total Fees Due: \_\_\_\_\_

Deposit Received: Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Ck#: \_\_\_\_\_ Balance: \_\_\_\_\_

Payments Received: Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Ck#: \_\_\_\_\_ Balance: \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Ck#: \_\_\_\_\_ Balance: \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Ck#: \_\_\_\_\_ Balance: \_\_\_\_\_

**LICENSE AGREEMENT**

This form is to be completed by an official representative of the organization requesting use of McQuaid Jesuit Facilities. Please return this form to Jennifer Roxstrom c/o McQuaid Jesuit High School.

This License Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between McQuaid Jesuit, a New York not for profit corporation ("Licensor"), having an address of 1800 South Clinton Ave (the "Property"), and [\_\_\_\_\_], a [\_\_\_\_\_], having an address of [\_\_\_\_\_] ("Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of certain gymnasium, classroom and cafeteria facilities, together with certain ancillary common areas, including, walkways, stairwells, bathrooms, sidewalks and parking areas (collectively, the "Campus") located on the property; and

WHEREAS, Licensee is desirous of licensing the use of certain space, located within the Campus for [\_\_\_\_\_] from Licensor; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

SECTION 1. SCOPE OF LICENSE

1.1 Subject to the terms of this Agreement, and as set forth in full below, Licensor hereby licenses to the Licensee for the hours and on the date set forth below, the area of the Campus known as [\_\_\_\_\_].

SECTION 2. LICENSE OF SPACE

2.1(A) The license for the [\_\_\_\_\_] includes light, heat, electricity and water used during the License Hours.

2.1(B) Licensor shall maintain the [\_\_\_\_\_] during the License Hours in good order, condition and repair.

SECTION 3. LICENSE HOURS AND COMPENSATION

3.1 Licensee shall be permitted to use the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ from the hours of \_\_\_\_\_ to \_\_\_\_\_ (the "License Hours").

Once the License Hours are concluded, Licensee shall have no further rights to utilize the \_\_\_\_\_ or be anywhere else on Campus.

3.2 Licensee shall make payment of the Fee to Licensor upon execution of this Agreement.

#### SECTION 4. INSURANCE

4.1 Licensee shall obtain and maintain general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for itself, its guests and invitees naming the Licensor as an additional named insured.

#### SECTION 5. ASSIGNMENT AND OTHER AGREEMENTS

6.1 Licensee shall indemnify, defend and hold harmless Licensor, its successors and assigns and any of its officers, directors, employees, representatives and agents, harmless from and against any and all claims, damage, injury, liabilities, costs and expenses, including without limitation, attorney's fees and disbursements of counsel incurred by Licensor in any action or proceeding between Licensee and Licensor or between the Licensor and any third party or otherwise, arising out of or in any way related to Licensor's or any of Licensor's, employees, agents, guests, or invitees, use of the \_\_\_\_\_ or presence on any portion of the Campus in connection with such use and any alleged negligent conduct or malfeasance by any employee, agent, subcontractor, sublicense or representative of Licensee, if such employees, agents, subcontractor, sublicense or representative is under the control of Licensee occurring during the time Licensee is utilizing the \_\_\_\_\_ pursuant to this Agreement.

6.2 The obligations of this Section 6 shall survive any termination of this Agreement.

IN WITNESS THEREOF, the parties have signed this License Agreement on the date first written above.

McQuaid Jesuit

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_