



COMMUNITY USE OF NEO FACILITY REQUEST PROCEDURE

Applicants please follow these steps:

1. Read through Facility Use Guidelines & Fees document
2. Complete Facility Use Application – Please answer all questions and write legibly. Remember to sign application in all places.
3. Submit Proof of Liability Insurance – see requirements on application.
4. Submit your signed completed application packet to NEO’s Executive Director by mail, email, or fax at least four weeks prior to desired start date. Someone from NEO will notify you within two weeks of receiving your application.
5. Once your agreement is approved, submit payment to NEO’s business office

Please Note:

- NEO events take priority over Community Use of Facilities.
- Your contract or a date on your contract may be cancelled due to school activities.
- You may reschedule based on availability.
- Once your contract is completed you will be contacted by NEO.
- Depending on the time of year and the size of your event, a minimum of 2-4 weeks processing time may be required.
- Until the contract process has been completed, your space is not reserved. We recommend not advertising your event until the contract has been finalized.

FACILITY USE APPLICATION

Date: _____

Name of User/Organization: _____

Billing Address: _____ Telephone: _____

Event/ Purpose of Facility Request: _____

Room or Facility Use Desired: _____ One Time / Reoccurring (*circle one*)

Starting Date: _____ Ending Date: _____ Days & Times: _____

One Time Reoccurring: daily weekly monthly

Equipment/Services Needed: _____

Set-Up Request: _____

Contact Person: _____ Position: _____

Telephone: _____ Email: _____

Person Responsible for Direct Supervision at Event: _____

Contact Information for Person Responsible: Phone _____ Email _____

Expected Attendance at Event: _____

Is organization tax-exempt/non-profit? Yes No Tax I.D. Number _____

Is this a government-sponsored activity? Yes No Sponsoring Agency: _____

Is this a school-sponsored activity? Yes No Staff Sponsor: _____

Is organization a NEO partner? Yes No Explain: _____

Liability Insurance (Firm & Certificate No.): _____
(attach copy of certificate of insurance)

Other Facility or Service Desired: (describe) _____

Charge or Fee: _____ (see attached fee schedule) Receipt # _____ (internal Use only)

Indemnification. Commencing on the date upon which Applicant first enters upon the Premises, Applicant will indemnify and hold Corporation harmless from and against all claims, actions, liens, demands, expenses and judgments for loss, damage or injury to property or person resulting or occurring by reason of the use or occupancy of the Premises by Applicant. If Corporation, without fault on its part, is made a party to any litigation commenced by or against Applicant, Applicant agrees to protect and hold Corporation harmless therefrom and to pay all costs, expenses and reasonable attorney fees incurred or paid by Corporation in connection with such litigation.

Insurance. Applicant agrees to carry at its own expense, public liability insurance covering the Premises and Applicant's use thereof. Such policy or policies shall include contractual liability endorsements and shall have minimum limits of \$500,000.00 for bodily injuries to or death of any number of persons as a result of any occurrence and \$250,000.00 for property damage. Applicant's policy or policies shall name Neighbors' Educational Opportunities and Applicant as insureds. Applicant shall deposit certificates evidencing such coverage with Corporation prior to the date of any use or occupancy of the Premises by Applicant.

Liability. Corporation shall not be responsible or liable for and Applicant hereby expressly waives all claims against Corporation for injury to persons, damage or theft to Applicant's property in, upon or about the Premises, regardless of the cause. All of Applicant's property of every kind and description which may at any time be in, on or about the Premises shall be at Applicant's sole risk.

Warning. Under Indiana law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities at this location if the death of injury results from the inherent risks of the physical fitness activity. Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of a sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you may act in a negligent manner that may contribute to your injury or death, or that other participants may act in a manner that may result in injury or death to you. You are assuming the risk of participating in this physical fitness activity.

By signing below, I have agreed that I have read and will abide by NEO's Facility Use Guidelines and that all of the above information is complete and accurate. I acknowledge that NEO's Executive Director has the right to cancel an event and/or this agreement. Every attempt will be made to give adequate notice.

Applicant Organization Representative Signature: _____ Date: _____

Approved by: _____ Date: _____
NEO Executive Director Signature

Denied by: _____ Date: _____
NEO Executive Director Signature

This application is denied because: _____

To be completed by NEO's Executive Director or Director of Operations

Personnel Required (check all that apply)

- Custodian Staff Technician Security
 Food Services Staff None Other _____

Comments and/or Special Instructions: _____

5201 US Highway 6 Portage, IN 46368



FACILITY USE FEE SCHEDULE

	Price Per Hour			
	Class 1	Class 2	Class 3	Class 4
Community Room Base Fee				
Monday through Friday 8:00 AM - 4:00 PM	\$0	\$20	\$22	\$25
Monday through Friday 4:00 PM - 9:00 PM	\$0	\$25	\$28	\$31
Saturday or Sunday 8:00 AM - 9:00 PM	TBD	\$30	\$33	\$38
Sports Complex Base Fee				
Monday through Friday 8:00 AM - 4:00 PM	\$0	\$45	\$50	\$56
Monday through Friday 4:00 PM - 9:00 PM	\$0	\$55	\$61	\$69
Saturday or Sunday 8:00 AM - 9:00 PM	TBD	\$65	\$72	\$81
Performance Area and/or Cafeteria				
Saturday or Sunday 8:00 AM - 9:00 PM	TBD	\$45	\$50	\$55
<i>Other days and times to be arranged with Executive Director</i>				
Personnel (Custodian, Security, Technition, Food Service)				
Monday through Friday 8:00 AM - 4:00 PM				
Custodian	\$0	\$12	\$13	\$15
Security	\$0	\$25	\$28	\$31
Other	\$0	TBD	TBD	TBD
Monday through Friday Evenings or Saturday/ Sunday 8:00 AM - 9:00 PM				
Custodian	\$0	\$15	\$17	\$19
Security	\$0	\$30	\$32	\$35
Other	\$0	TBD	TBD	TBD
Equipment Rental				
Flat Fee				
Gym Floor Protective Covering	\$0	\$15	\$17	\$19
Tables and chairs	\$0	\$20	\$22	\$25
AV Equipment (microphone, Projector, etc.)	\$0	\$20	\$22	\$25

Parking: During school hours, parking is limited to 50 cars.

Security: All events must reviewed and approved by NEO's Security and Execultive Director. Should a Security Officer be assigned specifically to your event, there will be a 2 hour minimum.



FACILITY USE ADMINISTRATIVE GUIDELINES

Applications: Any organization or individual desiring to use Corporation facilities shall complete a Facility Use Application and submit it to the Executive Director for approval.

- A. The Executive Director shall clear each application with respect to date, time, and other arrangements and will provisionally approve or deny the use of school facilities on the basis of Board policy.
- B. Charges for school personnel shall be based on the appropriate rate of pay for persons in the respective job classification (custodian, cook, lifeguard, etc.) whenever extra pay for school employees is required as a result of the use.
- D. The Corporation reserves the right to demand sufficient time for full investigation, notice, and arrangements of all requests for the use of school facilities and reserves first claim to the use of its own property. Cancellations may be issued by the Executive Director **with or without due notice**. All approvals are to be granted with this understanding.
- E. In no case will those who have been granted permits assign, transfer, sublet, or charge a fee to others for the use of school property.

Ineligible Users: Groups or persons will not be granted permits when the request is for activities that are in conflict or competition with NEO's programs or not authorized by Board policy.

Regulations:

- A. Users must take reasonable steps to ensure orderly behavior and will be responsible for paying for all damage associated with their use of the facility or equipment.
- B. NEO reserves the right to request payment of estimated fees in advance.
- C. Use of tobacco is prohibited in the building. All users are responsible for complying with this regulation.
- D. Alcoholic beverages and controlled substances will not be permitted on NEO property at any time.
- E. Except for "service animals" required for use by a person with a disability, no other animals may be on school premises at any time.
- F. NEO may have a service animal removed from the school premises if the animal is out of control and the animal's handler does not take effective action to control it or the animal is not housebroken. NEO is not responsible for the care or supervision of a service animal. The service animal is allowed to accompany its human in all areas the human is permitted to go.
- G. Decorations must be fireproof and shall be erected and taken down in a manner not destructive to NEO's property. Decorations are subject to the approval of building administrators. The use of open flames, such as candles, is permitted only with written permission from the fire marshal.
- H. The user shall be fully responsible for all loss or damage to NEO property, including property of students and employees.
- I. Requests for NEO-owned equipment are not included in the direct or indirect costs and shall be

charged based on request and type of equipment.

- J. The use of any materials on floors or other parts of the building is strictly prohibited without specific approval in writing from the Director of Operations.
- K. Use of stages, furniture, and equipment must be arranged for in advance. Set-up and clean-up may be performed by members of the group using the facility, provided the responsible persons are listed on the application. Additional custodial services required for work not done satisfactorily will be paid for by the using group. Arrangements must be made in advance with the Director of Operations for use of any special or extra equipment. Extra compensation paid employees for moving, operating, or supervising special or extra equipment will be charged to the using group.
- L. Use during summer vacation, on holidays, or during other vacation periods shall not conflict with building cleaning and renovating programs and will depend on the availability of building service personnel for supervision.
- M. No unauthorized methods of obtaining funds, including any form of gambling, is permitted in NEO's building or grounds.
- N. A school custodian shall be on duty whenever a facility is being used except as exempted by the Executive Director. The custodian will render custodial assistance in handling furniture and equipment and will be responsible for seeing that the facility or facilities are left in good order after the activity is over. The custodian's overtime, including clean-up time, will be charged at the appropriate hourly rate. Food-service personnel may be required, in addition, when kitchen facilities are requested.
- O. Responsibility for enforcement of rules and regulations concerning use of NEO facilities rests with the user group, and any infractions of the above regulations may be grounds for refusing to grant subsequent requests for the use of NEO facilities.
- P. Corridors, exits, and stairways must be free of obstructions at all times. Exits are to be lighted when facilities are in use. Members of the audience or spectators must never stand or sit so they block exits, stairways, or aisle-ways.
- Q. NEO will not be responsible for any loss of valuables or personal property.
- R. No flyers, booklets, or other printed or audio-visual materials may be distributed unless they relate directly to the activity for which the school facilities are being used.
- S. Skateboards and other like equipment which constitutes a safety hazard to students shall not be allowed on Corporation premises at any time.

General Conditions

- A. School buildings and grounds shall be made available to the public as governed by the Bylaws and Policies of the School Board.
- B. Regular school and related functions shall be given priority in the use of school facilities. Approval for use by non-school groups shall be made by NEO's Executive Director. NEO's Director of Operations shall approve and schedule building use and charges. Non-conforming use must be approved by the Executive Director and by the NEO Board of Directors.
- C. School buildings and grounds will not be rented to a private promoter or private individuals without the express written approval of the Executive Director.
- D. Groups making use of school facilities shall have the majority of the participants or membership serving NEO's service area.
- E. Requested use during summer vacation, holidays, or other vacation periods shall not conflict

with building maintenance or cleaning. Building use will be dependent on the availability of staff for supervision. NEO may set aside one (1) day per week as a blackout day for use in order to facilitate cleaning of facilities.

- F. Organizations, groups or individuals charging admission, dues or fees will be required to provide proof of non-profit, 501 C (3) status and insurance at the time of each application.
- G. All use permits issued are subject to cancellation with or without due notice for any reason school officials may deem in the best interest of NEO's programs and/or community. If properly qualified employees are not available or cannot be scheduled for the activity, it will be necessary to cancel or reschedule the building use.
- H. The custodian or supervisor on duty is not to open any school facilities until the listed supervisor for the sponsoring organization is on the premises. Fees for supervision or custodians will be charged from the time that the doors are open until clean up is completed.
- I. The school reserves all concession and checkroom rights, unless otherwise stipulated. Any exception to this general condition requires prior written approval from NEO's Executive Director.
- J. A completed Facility Use Application must be submitted fifteen (15) school days prior to the date of the requested use. Groups requesting the use of school facilities should realize that NEO's activities take precedence. Therefore building use requests shall not be valid for a period of more than twenty-five (25) school days.
- K. NEO shall approve all materials used on gymnasium floors. Appropriate shoes are required for athletic contests and games. Auditorium use may require qualified technical staff to be present.

Liability: The sponsoring organization agrees to indemnify and hold harmless Neighbors' Educational Opportunities for any and all bodily injury and property damage resulting from the use of the premises by the building user to the extent permitted by the law. This applies to any participants in the event as well as spectators. The sponsoring organization shall furnish NEO a certificate of insurance prior to the date(s) of requested use showing the organization has insurance covering the scheduled activity. The amount of insurance shall not be less than \$100,000/500,000 bodily injury and \$100,000 property damage. Coverage shall also include Neighbors' Educational Opportunities as an "Additional Insured" on the policy. All coverage shall apply on a primary, non-contributory basis.

Damage to Property: The sponsoring organization shall be fully responsible during the time of occupancy for damage to the property, loss of school property and property belonging to students or employees. In all cases where damage is found, NEO's Director of Operations will be notified with a recommendation regarding future use by the sponsoring organization and/or restitution for damages.

Security and Parking: When NEO's Executive Director or Director of Operations determines that conditions require the presence of Law Enforcement or Fire Department personnel, they will notify applicant, arrange for such personnel, and include appropriate fee in application agreement. Payment for such services will be made to NEO in advance of use. Users of NEO facilities may arrange for their own such personnel upon receiving advance written permission from the NEO's Director of Operations.

Fire Safety and Decorations: All State and local fire safety laws and regulations shall be observed. No signs, displays or other materials may be attached to the walls, window glass, wood trim, draperies, blinds, grounds, drives, etc., without written approval on the permit and consent of NEO's Director of Operations. All materials shall be removed from the building immediately at the completion of the event. No pyrotechnics allowed.

Smoking and Alcohol Restrictions: Alcoholic beverages and smoking/tobacco use is prohibited on/in all NEO property. Violators will be prosecuted.

Employee Reimbursement: The cost to the sponsoring organization for any school employee assigned to work at a non-school function shall be for the total cost of wages/salaries, social security and public employee retirement, if applicable.

Additional Charges: Where deemed appropriate, NEO reserves the right to charge additional monies for staff or indirect expenses such as utilities.

RENTAL CLASSIFICATIONS

Class 1: NEO Sponsored Groups: NEO groups and/or personnel groups defined as those providing co-curricular and extra-curricular programs that are educational, recreational and/or cultural in nature will be granted first (1st) priority to available space and facilities.

Fees for Class 1 Groups: For occasional use during hours of operation or custodial duty hours there shall be no charge. Use occurring after normal hours and weekends may include charges for custodial staff.

Class 2: NEO Partner and Mission Aligned Use: Class 2 organizations are defined as organizations within NEO's service area whose primary goal is the related to, supportive of, and/or aligned with NEO's mission and programs of NEO and/or have a relationship with NEO.

Fees for Class 2 Groups: For occasional use during hours of operation or custodial duty hours there shall be no charge. Use occurring after normal hours, on weekends will include charges for custodial staff and may include facility rental charges.

Class 3: Community, Government, Educational, Religious, Private Non-Profits, etc. : Community, government, educational, religious and/or private non-profit organizations are defined as groups comprised primarily of NEO service area residents providing civic, educational, recreational or cultural activities.

Fees for Class 3 Groups: For occasional use during hours of operation or custodial duty hours there may be a rental charge for the facility and/or charges for custodians. Use occurring after normal hours and weekends will include charges for custodial staff and facility rental charges.

Class 4 Groups: All other groups, individuals, and entities not covered by Class 1,2,or 3.

Fees for Class 4 Groups: For occasional use during hours of operation or custodial duty hours there may be a rental charge for the facility and/or charges for custodians. Use occurring after normal hours and weekends will include charges for custodial staff and facility rental charges.

Special Charges: Labor charges for pool supervisors, lifeguards, kitchen staff, security and fire personnel, and auditorium technical staff will be included where applicable. In special circumstances, a fee for utilities may be assessed. The director of Special Services will determine this fee.