



**Lamont D. Dodson, Chief**  
Safety and Security

Dear Prospective Permit Holder:

Thank you for expressing interest in the rental of the Cleveland Metropolitan School District (CMSD) property. The enclosed packet of information has been provided to inform you of the District’s requirement and process to confirm you, or your organization’s use of CMSD requested facility as specifically listed below:

**Chief Executive Officer**  
Dr. Warren G. Morgan II

**Board of Education**  
Sara Elaquad, J.D.  
*Board Chair*

Leah D. Hudnall  
*Board Vice Chair*

Robert W. Briggs, J.D.  
Robert M. Heard Sr.  
Diana Welch Howell  
Denise W. Link  
Nigamanth Sridhar, Ph.D.

Location: \_\_\_\_\_

Address: \_\_\_\_\_

Purpose: \_\_\_\_\_

Enclosed please find:

**Ex Officio Members**  
Michael A. Baston, Ed.D., J.D.  
Laura Bloomberg, Ph.D.

- Application to use CMSD property.
- Indemnity and Insurance Clause
- Certificate of Liability Clause
- Affidavit for Use of School Property (must be notarized)
- Rate and Deposit Information
- Responsibility of The Cleveland Metropolitan Schools
- General Offenses
- Clause Method of Payment & Rate for the usage of District grounds

Please note that all information must be submitted at least six (6) weeks prior to the event for permit issuance to be considered.

Notarized application with proof of insurance can be mailed to:  
**Cleveland Metropolitan School District**  
**1349 E. 79th Street**  
**Cleveland, Ohio 44103**

Or hand delivery to:  
**East Professional Center-Facilities Department (Lower Level)**  
**1349 E. 79th Street Cleveland, Ohio 44103**

Email address: **Destinee.ford@clevelandmetroschools.org**

Please feel free to contact Destinee Ford at 216-838-0458, should you have any questions or concerns regarding the attached outside rental application.

Thank you.



**OUTSIDE RENTAL FOR USE OF SCHOOL FACILITIES**  
 Cleveland Metropolitan School District  
 Cleveland, Ohio 44114

DATE:

I HEREBY MAKE AN APPLICATION FOR THE RENTAL OF

SCHOOL ON \_\_\_\_\_ THROUGH \_\_\_\_\_

ON THE FOLLOWING DAYS AND DURING THE FOLLOWING HOURS:

MONDAY \_\_\_\_\_ TO \_\_\_\_\_ TUESDAY \_\_\_\_\_ TO \_\_\_\_\_

WEDNESDAY \_\_\_\_\_ TO \_\_\_\_\_ THURSDAY \_\_\_\_\_ TO \_\_\_\_\_

FRIDAY \_\_\_\_\_ TO \_\_\_\_\_ SATURDAY \_\_\_\_\_ TO \_\_\_\_\_

SUNDAY \_\_\_\_\_ TO \_\_\_\_\_

EXPECTED ATTENDANCE \_\_\_\_\_

SPACE DESIRED \_\_\_\_\_ EQUIPMENT DESIRED \_\_\_\_\_

ADMISSION FEE \_\_\_\_\_ WILL THERE BE DANCING? \_\_\_\_\_

WILL ARTICLES BE SOLD? \_\_\_\_\_ WHAT KIND? \_\_\_\_\_ WHAT COST? \_\_\_\_\_

WILL FUNDS BE SOLICITED? \_\_\_\_\_ FOR WHAT PURPOSE? \_\_\_\_\_

**INVOICE FOR PAYMENT SHALL BE SENT TO:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ CELL NO. \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

<b><u>FOR SCHOOL DISTRICT USE ONLY:</u></b>	
<input type="checkbox"/> Affidavit for Use of School Property	Facilities Service Review: _____
<input type="checkbox"/> Insurance Indemnity and Certificate	_____
<input type="checkbox"/> Total Fee \$ _____	_____

## INDEMNITY AND INSURANCE CLAUSE

\_\_\_\_\_ shall defend and indemnify the Cleveland Metropolitan School District  
**Organization Name**

(CMSD) against, and hold CMSD harmless from any and all claims, actions, damages, obligation, financial loss, suit, liabilities and liens, or losses, and all costs and expenses (including but not limited to legal fees), in any way related to occupancy, use of facilities or any other activity connected with a scheduled event by such organization. The above-named organization shall comply with the following insurance requirements, at its own cost, in form and substance acceptable to the CMSD.

### INSURANCE REQUIREMENTS

\_\_\_\_\_ shall purchase from and maintain in a company or companies lawfully authorized to  
**Organization Name**

transact business in the State of Ohio, and acceptable to the CMSD such insurance as will protect \_\_\_\_\_  
**Organization Name**  
and that will protect such organization and their agents and employees from claims set forth which may result from such operations or activities to which this agreement pertains:

- 1.) Claims for damages for bodily injury, sickness or disease, or death of any person;
- 2.) Claims for damages insured by usual personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment or participation of such person by \_\_\_\_\_  
**Organization Name**  
Or (2) by any other person;
- 3.) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The insurance required, (usually provided by a Commercial General Liability policy, or a combination of a Commercial General Liability policy and an Umbrella/Excess Liability policy) shall be written for **not less than:**

- Bodily Injury and Property Damage \$1,000,000 Combined Single Limit per occurrence, \$2,000,000 General Aggregate.
- Contractual Liability Limits of \$1,000,000
- Policy(s) shall be endorsed to indicate the Cleveland Metropolitan School District as Additional Insured
- Policy(s) shall be endorsed to the effect that all liability insurance maintained by \_\_\_\_\_  
**Organization Name**  
shall be primary without right contribution by any insurance or other funding mechanisms carried by the CMSD.
- Policy(s) shall provide cross claim and severability of interests' coverage for losses due to the negligence, omission or other conduct of \_\_\_\_\_  
**Organization Name**
- Policy(s) will provide 30-day notice of cancellation or non-renewal.

**All of the above requirements must be evidenced by a certificate of insurance acceptable to the District (ACORD 25-S or equivalent) at least one week prior to occupancy or scheduled event.**

Agree to by \_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	
	INSURER B :	
INSURED	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC #	

**COVERAGES**

CERTIFICATE NUMBER:

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	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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**AFFIDAVIT FOR USE OF SCHOOL PROPERTY**

STATE OF OHIO  
{COUNTY OF CUYAHOGA}

\_\_\_\_\_, being first duly sworn, deposes and says:  
{Designated Agents Name}

That Affiant is the \_\_\_\_\_ of the  
{Position or Title}

\_\_\_\_\_ (an Ohio Corporation for profit)  
(Name of Organization)

an Ohio Corporation no-for-profit (hereinafter "Permit Holder"), is the duly authorized agent thereof and has personal knowledge of the facts set forth herein: and that Permit Holder shall not use or permit the use of the leased premises so as to impede, frustrate or compete with the Federal District Desegregation Order (Northern District of Ohio, Eastern Division); and that Permit Holder will not sell, permit the sale or the possession of, or permit the use of narcotics, hallucinogens, alcoholic beverages, or firearms on the leased premises, and that Permit Holder shall comply with other rental conditions required by the Board of Education of the Cleveland Metropolitan School District, the lesser of said lease property.

**AFFIANT FURTHER SAYETH NAUGHT.**

\_\_\_\_\_  
(Designated Agent of Permit Holder)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Signature of Applicant \_\_\_\_\_

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

## **OUTSIDE RENTAL PERMIT STAFFING**

The number of people in attendance at the event determines the number of employees staff on the permit. **Staffing is at the discretion of the Facilities Department and the Division of Safety and Security**

## **OUTSIDE RENTAL PERMIT RATES**

COSTS ARE GOVERNED BY UNION CONTRACTS. EACH ADDITIONAL HOUR OR "FRACTION" HEREOF WILL BE CHARGED AT THE "FULL" HOURLY RATE (RES #15-96)

All rental customers are charged the following per hour per employee staffed on the outside permit agreement:

Custodian Employees:

Custodial Personnel – Facilities Usage Charge

Monday through Sunday	\$69.50 per hour
Holidays	\$69.50 per hour

For all questions and billing information regarding the Facilities Usage Charge, please contact the Facilities Department at 216 838-0455.

**Charges per hour include utility usage (gas, lights, etc.) supplies and custodial personnel wages and benefits.**

Safety and Security Employees:

Security Personnel

Monday through Sunday	\$50.00 per hour
Holidays	\$50.00 per hour

A security plan may be required by the Department of Safety and Security. For all questions and billing information regarding security charges, please contact the Department of Safety and Security at 216 838-0464.

**Charges per hour include supplies and security personnel wages and benefits.**

The Facilities Department and the Department of Safety and Security will bill the Permit Holder separately for the Facilities Usage Charge and the Security Charge.

## **DEPOSIT/PAYMENT IN FULL**

A deposit or payment in full for the event shall be received from the applicant at least one (1) week prior to the event. The deposit or payment in full shall be in the form of certified check or money order. **No cash or personal checks will be an accepted form of payment. The first and last month's permit charges must be paid upon approval of the rental.**

## **REFUNDS**

Any balance remaining after the actual costs have been determined and the invoice received and paid by the applicant, will be refunded by the Treasurer of the Cleveland Metropolitan School District.

## **CANCELLATIONS**

Cancellation of a permit by the applicant shall be in writing and received in the Facilities Department, Permit Division, at least seventy-two (72) hours in advance of the activity. In the event the cancellation is not received, the applicant will be held liable for any costs involved.

## **RESPONSIBILITY OF THE CLEVELAND METROPOLITAN SCHOOLS**

The Cleveland Metropolitan Schools WILL NOT be held responsible for any liabilities, accidents, or injuries, to anyone participating and/or attending a permit holder's activity.

- a. All requests for rental of Cleveland Metropolitan Schools Facilities shall be returned at least SIX WEEKS IN ADVANCE of the activity.
- b. The number of employees on duty shall be determined by the activity and specific requirements of the applicant. Rates currently in effect may be subject to change because of negotiated agreements.
- c. Whenever a permit is issued to an organization where an admission fee is being charged. Twenty per cent (20%) of the total bill shall be added to charges and rates set by the Cleveland Metropolitan Schools.
- d. The Custodian and staff shall be assigned to duty in order to prepare the building at least one (1) hour the Extension Use Permit begins. There will also be fifteen (15) minutes additional time charged to the end of the permit after all participants have left the building, in order to secure the building for closing.
- e. If additional time (other than specified hours listed on the application by the applicant) to prepare the space being used by the holder of the permit or additional time is needed to prepare the building for the following day, these charges will be added to the cost for use of the building. The applicant shall be responsible for payment for these additional costs.

Rental rates for non-residents of the City of Cleveland will be designated by the Executive Director of Facilities. The proper rate at the time of usage for any special staffing such as technicians, stage crew, etc and for any special equipment or materials used will be charged

## **605.10 Unnecessary Noise**

### **General Offenses**

- a) No person shall make, or cause, suffer, allow, or permit to be made within the City any unreasonably loud, disturbing and unnecessary noise, or noises of such character, intensity or duration as to be detrimental to the life and health of any individual.
- (b) Loud, disturbing and unnecessary noises in violation of this section shall include without limitation the following: (1) The sounding of any horn, bell or other signal or warning device on any motor vehicle, motorcycle, bus or other vehicle. except as a danger or warning signal.
- (2) The keeping of any animal or bird which, by causing frequent or long continued noise disturbs the comfort and repose of any person in the vicinity, where such noise can be distinctly heard outside the property line of the premises at which the animal or bird is kept.
- (3) The use of any motorcycle, or vehicle so out of repair or so loaded as to create loud or unnecessary grating, grinding, rattling or other noise.
- (4) The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger, or the use of steam under pressure for cleaning purposes in any establishment between the hours of 10:00 p.m. and 7:00 a.m., when the windows of such establishment are open.
- (5) The unreasonable discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motorboat engine.
- (6) The use of any mechanical device operated by compressed air (excluding a jackhammer operated on weekdays between the hours of 8:00 a.m. and 7:00 p.m.) unless the noise created thereby is effectively muffled and reduced.
- (7) The creation of a loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (8) The making of any unnecessary or unseemly noise by a person or by his operation of any instrument, device, agency or vehicle within 150 feet of any portion of the grounds and premises on which is located a hospital or other institution reserved for the sick, aged or infirm, or within 150 feet of any school, courthouse, church or building in which religious services are held, during school hours, hours of holding court or hours of public worship, respectively. The area within 150 feet of a hospital, school, courthouse or church shall be a "zone of quiet" and the Director of Public Safety shall place signs within such zones of quiet calling attention to the prohibition against unnecessary noises.
- (9) The making of any loud, unseemly, or unnecessary noise in violation of Chapter 683 of these Codified Ordinances.
- (c) Whoever violates this section is guilty of making unnecessary noise, a minor misdemeanor, and shall be fined at least seventy-five dollars (\$75.00), which fine shall not be suspended, waived or otherwise reduced below that amount. Whoever violates this section within twelve (12) hours of having been charged with the minor misdemeanor of making unnecessary noise or of having been warned by a police officer to desist from making unnecessary noise is guilty of making unnecessary noise, a misdemeanor of the third degree, and shall be fined at least one hundred dollars (\$ 100.00), which fine shall not be suspended, waived, or otherwise reduced below that amount. Notwithstanding the preceding provisions of this paragraph, the penalties contained in Section 683.99 shall apply to violations of division (b)(9) of this section. (Ord. No. 2487-A-89. Passed 6-18-90, eff. 6-27-90)





**Lamont D. Dodson, Chief**  
Safety and Security

Dear Present and Future Permit Holders:

Effective Immediately, the Facilities Office of the Cleveland Metropolitan School District will no longer accept personal checks. The District will only accept “bank certified checks or money orders” for the external/internal rental use of District Facility or Athletic Field. This action is necessary to prevent future issues with the return of “non-sufficient funds” checks.

In addition, there will be a charge of \$150.00 per day for the usage of the District’s grounds. This action is necessary for the upkeep of the district property.

Payment for the external/inside rental use of school facilities is due one (1) week prior to the scheduled event. Payment not received in advance of the event scheduled will result in the cancellation of the permit.

If you have any further questions, please contact Destinee Ford at 216 838-0458.

Thank you.

**Chief Executive Officer**

Dr. Warren G. Morgan II

**Board of Education**

Sara Elaquad, J.D.

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Leah D. Hudnall

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