



1. Introduction

Welcome to HACC, Central Pennsylvania's Community College; Department of Wellness, Athletics, Retention and Engagement. Thank you for your interest in utilizing our facilities to foster community connections and enrich local initiatives. This contract underscores the Department's commitment to promoting community engagement and supporting the mission of organizations, businesses, and individuals through the responsible use of our shared spaces.

The following document outlines the guidelines, procedures, and contractual terms governing the coordination of the **Basketball/Volleyball court, Stage Area, Lower Field, and Pickleball Courts**. These facilities are made available to internal/external parties with the understanding that all partners adhere strictly to HACC, Central Pennsylvania's Community College policies, local regulations, and applicable laws. Our primary obligation remains to our institutional athletic programs; as such, facility/event/camp coordination are scheduled on a secondary basis and may be adjusted to accommodate priority programming.

By entering into this agreement, partners agree to uphold the standards of safety, respect, and stewardship that define our community. We encourage you to review this packet thoroughly to ensure a seamless experience that benefits both your organization and the broader public. Together, we can create meaningful opportunities for collaboration and shared success.

2. Facility Descriptions & Coordination Rates

Facility	Capacity	Fee	Security Deposit
Basketball/ Volleyball Courts	200	\$150/hour	\$500

Facility	Capacity	Fee	Security Deposit
Stage Area	50	\$65/hour	\$200
Lower Field	200	\$65/hour	\$200
Pickleball Courts (6)	60	\$40/hour	\$200
Dance Studio RM 107	30	\$65/hour	\$200

Note: Rates subject to change.

3. General Guidelines for Partners

Insurance: To the extent permitted under the District’s insurance program and permitted by law, the District will provide a Certificate of Insurance (COI) with \$1M general liability coverage and naming **HACC, Central Pennsylvania's Community College** as additional insured or will provide adequate proof of self-insurance for claims arising from the District’s use of the facilities. This insurance obligation does not waive governmental immunity, statutory defenses, policy exclusions, coverage limits, or other limitations available to the District.

The District is not responsible for injuries, damages, or losses that may occur as a result of participation in any activities, except to the extent such damages, injuries or loss were caused by the District’s negligent or willful acts or omissions, subject to all governmental immunity, statutory defenses, insurance coverage limits, and lawful appropriations.

The District acknowledges that athletic participation and use of HACC facilities involve inherent risks, including bodily injury, property damage, weather-related conditions, surface irregularities, equipment-related hazards, and other conditions that may arise despite reasonable maintenance. The District voluntarily assumes those risks associated with its use of the facilities.

- **Security Deposit:** Refundable after inspection for damages.
- **Prohibited Items:** Weapons, alcohol, smoking, vaping, open flames, or hazardous materials.
- **Supervision:** Partners must provide staff to oversee events. Minors require 1 adult per 10 children. **Supervision and protection of minors.** The District shall have sole responsibility for the supervision, safety, and conduct of all participants under the age of eighteen (18), including students, staff, volunteers, and guests, while using HACC facilities. The District agrees that minors will be under its direct and continuous supervision at all times and that HACC shall have no supervisory responsibility for minor participants.
- . The Parties acknowledge that minors will be present in facilities that are also used by college-age students and other adults. The District is responsible for implementing appropriate supervision, participant codes of conduct, and separation or monitoring

practices (including locker rooms, restrooms, and other sensitive areas) to safeguard minors in shared spaces

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- **Parking:** Use designated areas only. Violators may be towed.

Cleanup: Facilities must be returned to their original condition reasonable wear and tear excepted. If cleanup is not completed after notice and a reasonable opportunity to address the issue where practicable, HACC may charge documented additional cleanup costs, not to exceed \$100/hour,

Termination: College reserves the right to cancel agreements for material policy violations after written notice and a reasonable opportunity to cure, except where immediate action is reasonably required for safety, legal compliance or

conflicts with college programming. If HACC cancels for reasons not caused by the District , HACC will provide a pro rata credit or refund for unused, prepaid field time.

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The Partner Organization the District acknowledges that athletic activities involve inherent risks, including bodily injury, property damage, and other hazards associated with sports participation, spectator attendance, use of athletic equipment, playing surfaces, weather conditions, and physical exertion. The Partner Organization is responsible for informing its participants, staff, volunteers, and guests of those risks and for enforcing safe conduct throughout the activity. However, the Partner Organization does not assume risks or liability arising from HACC's acts or omissions or facility conditions within HACC's control. HACC maintains its facilities in accordance with its standard practices but makes no warranty or representation that the facilities will be perfect, free from defects, or suitable for every purpose. To the fullest extent permitted by law, HACC shall not be liable for any injury, loss, damage, or claim arising from conditions beyond HACC's reasonable control, ordinary wear and tear, weather, or the acts or omissions of the District, its participants, employees, volunteers, invitees, or guests. HACC shall not be responsible for the District's decision to use the facilities, except to the extent caused by HACC's gross negligence or willful misconduct, if any such liability is permitted by law.

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4. Facility-Specific Guidelines

Basketball Gym

- Non-marking athletic shoes only.
- Equipment (e.g., scoreboards, bleachers) must be requested in advance.
- No food/drinks on the court.

Wrestling Room

- Follow all building guidelines

Lower Field

• No spikes or metal cleats.
 r. Weather-related decisions must prioritize participant and student safety. Cancellations due to unsafe weather or field conditions will be handled under the cancellation and rescheduling terms in the Coordination Contract.

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- Field markings prohibited without written approval.
- Dispose of all trash and return equipment to original position
- Must not use main athletic field unless given written consent

Pickleball Courts

- Use only during daylight hours or with pre-approved lighting.
 - Nets provided; Partners must return equipment to storage.
 - Private lessons require college authorization.
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- No food/drinks on the court.
 - Non-marking athletic shoes only.

5. Coordination Contract

HACC, Central Pennsylvania's Community College Facilities Coordination Agreement
Name: _____

Organization: Harrisburg School District

Event Type: Boy's 8z Girl's Soccer

Facility Requested: Lower Soccer Field

Date(s): 8/10/26 - 10/14/26

Time(s): 4pm - 6pm

Terms & Conditions•

1.Payment: Total fee: \$6000 Deposit of \$500 due upon signing. Balance due 14 days before the first scheduled use of the facilities.

Checks may be addressed To HACC , WARE Department

2.Cancellation: 50% refund if canceled >30 days prior. No refunds within 14 days.

3.Liability: liability: The District is responsible only for claims, losses, or damages finally determined to have been caused by its negligent or willful acts or omissions in connection with its use of the facilities, subject to all governmental immunity, statutory defenses, liability limitations, insurance coverage limits, and lawful appropriations. The District acknowledges that it has inspected the facilities, understands their condition, and accepts them “as is” for the purposes of its intended use. The District is responsible for managing the conduct, safety, and supervision of its participants, staff, volunteers, and guests.

4.Indemnification: Indemnification: To the extent permitted by Pennsylvania law, the District Partner agrees is responsible only for claims finally determined to have been caused by the negligent or willful acts or omissions of the District or its employees acting within the scope of their duties, subject to governmental immunity, statutory defenses, liability caps, insurance coverage, and lawful

appropriations. To the extent permitted by Pennsylvania law, the District Partner shall indemnify, defend, and hold harmless HACC, Central Pennsylvania's Community College..

5.Compliance:. Following written notice and a reasonable opportunity to cure where practicable, failure to follow material guidelines forfeits may result in cancellation and use of the deposit to cover documented damages or cleanup costs caused by the District or its participants, staff, volunteers, or guests. No forfeiture, penalty, or liquidated damages will apply except to the extent lawful and may result in penalties supported by documented costs.

***The fee outlined above is based on 13 home games and scheduled practices from the week of August 10 through October 14. This rate reflects a discounted price for recurring field use. The lower field will be available for both boys' and girls' soccer, Monday through Thursday. The main field will be available on dates when the HACC men's soccer team is away for road games or in the event that their season does not commence.**

This agreement includes routine field maintenance (including grass cutting and field lining) as well as access to restroom facilities.*

The Parties acknowledge that this Agreement is not intended to be a traditional rental agreement for space only; rather, it is an athletics-led coordination arrangement under which the Partner Organization pays a Coordination Fee for event planning, scheduling, operational management, staffing support, and related athletics services.

Governmental Status; No Waiver: The District is a Pennsylvania public school district. Nothing in this Agreement waives or limits any governmental immunity; defense; liability limitation; approval requirement; insurance coverage limitation; or budgetary or appropriation requirement available to the District, its board, officials, employees, students, volunteers, or agents, including under the Pennsylvania Political Subdivision Tort Claims Act.

Authorized Signatures:

Partner Representative (Print & Sign)

Date: _____

HACC, Central Pennsylvania's Community College Athletic Department Representative

Date: _____

6. Contact Information

WARE Department: _____

- Phone: 717-780-1923
- [Email: Athletics@hacc.edu](mailto:Athletics@hacc.edu)
- Address: One HACC Drive, Harrisburg, PA 17110

Insurance Submission: athletics@hacc.edu

Return signed contract, deposit, and COI to athletics@hacc.edu to confirm booking.