

**STANDARD OPERATING PROCEDURE (SOP)
FOR
RENTAL OF READINESS CENTERS (ARMORIES)**



**Department of Military and Veterans Affairs
Office of Facilities & Engineering
Fort Indiantown Gap
Annville, PA 17003**

_____ **2015**

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This document supersedes the SOP for Rental of Armories 30 January 2014.

1. Introduction:

This Standard Operating Procedure (SOP) is provided to reinforce and standardize procedures, guidelines, and policies for the non-military use and rental of Armory or Readiness Center facilities under the control of The Adjutant General (TAG) and the Pennsylvania National Guard (PNG). This includes establishing formal procedures for using armories for billeting purposes. This SOP outlines the policy for the use of state employees, permanent and temporary, to perform custodial/security duties during armory rentals.

2. Non-Military Use:

Any use of the armory for other than military purposes shall be approved in advance by the Local Armory Board (LAB), State Armory Board (SAB), and the Office of Facilities and Engineering (OFE). The Secretary of the State Armory Board, who is also the Deputy for Facilities and Engineering, has Armory rental approval authority.

3. Short-Term Rentals:

a. The LAB may prepare a rental agreement with any responsible persons or organizations using the established Standard Rental Agreement and the scheduled rental rates determined and published by the OFE. The following conditions apply:

(1) The rental arrangement will not interfere with military operations.

(2) Any request for the use or rental of the armory premises will be carefully reviewed by the LAB to ensure that such use or rental is in full conformity with acceptable community standards, military regulations, and Commonwealth statutes.

(3) The Standard Rental Agreement required by the OFE will be completely executed by the LAB and approved by the OFE in advance of all rentals. The approval authority for rentals is not delegated to the LAB.

(4) The LAB ensures that an authorized representative is present at all times within the rental agreement premise while the rental use is in progress. The representative provides physical security, monitors safety issues, and provides liaison as needed, **in addition to the custodial duties outlined in paragraph 7.**

(5) The LAB coordinates directly with renter as necessary to facilitate the agreement, and in-turn, provides OFE required documents in an expedient manner to ensure a smooth transaction and completion of the rental agreement as negotiated between the LAB and Renter.

(6) Any deviations to rental agreement procedures shall be coordinated and endorsed by the OFE.

4. Long-Term Agreement:

- a. The OFE may approve the long-term rental/lease agreement for an armory or armory land when the OFE determines that such armory or armory land will not be necessary for military purposes during the term of the lease.
- b. The long-term rental/lease agreement may be up to one year in length under the initial agreement and renewable up to five (5) years at the discretion of the OFE.
- c. All long-term rental/lease agreements for armories and armory property shall be for fair market value rental as determined by the OFE; however, the OFE may approve a less than fair market value rental when it determines that such agreement is in the best interest of the Commonwealth whenever the renter is a non-profit, community service, educational, or governmental agency.
- d. The Standard Rental Agreement is used to execute long-term rental/lease agreements. The same conditions outlined in paragraph 3 above apply to long-term rental/lease agreements.

5. Rental Policies/Procedures:

a. In accordance with the Pennsylvania Consolidated Statutes, Title 51, Chapter 15, § 1509, the SAB shall deposit all armory rental funds into the State Treasury Armory Fund. The SAB further delegates to the OFE, through the Office of Administrative Services, responsibility to deposit all fees collected from armory rentals into the State Treasury Armory Fund. The SAB allocates these funds through the OFE to the LABs each fiscal year. Additionally, funds not used in the previous fiscal year by the respective LABs are carried-over and allowed to accumulate. Armory rental funds may be used for the following purposes only:

- (1) Purchase of furnishings, equipment, and fixtures for PNG facilities.
- (2) Essential repairs and maintenance of PNG facilities.
- (3) Purchase or rental of lands, buildings, or facilities for PNG use.
- (4) Construction of new armories or other facilities for PNG use.
- (5) Support of environmental projects or programs at PNG facilities.

b. When the LAB determines that utilities usage for a rental will be unusually high, an adjustment will be made by charging one and one-half times the applicable rental rate (hourly/daily) and annotating the proposed rental agreement with the reason for the adjustment. An example of a rental that should be considered for higher rates would be a computer or trade show that would require greater use of electrical services than normal.

c. **Gun shows and similar activities require special consideration. While the legal possession and sale of weapons and ammunition is authorized, possessing any weapon within the armory or its surrounding grounds that is loaded with ammunition is strictly prohibited.**

Such renters will be required to post signs at conspicuous places throughout the rental area to the effect that loaded weapons are not authorized. These renters will be responsible for insuring that loaded weapons are not permitted into the facility or are in the possession of anyone participating in the event. An exception to this will be that have been trained and licensed per the requirements of the Commonwealth of Pennsylvania and any local requirements and are directly employed by the renter. If such security personnel are not directly employed by the renter then they must sign a separate no cost rental agreement and supply the required certificate of insurance.

d. Certain specific organizations are authorized reduced or no-cost rentals. These include but are not limited to:

(1) Veterans' organizations and DoD recognized historical military organizations may contract for no-cost rentals for membership meetings and military ceremonies. These groups will be required to pay fees for custodial/security services provided during non-duty hours or to make suitable arrangements with the host unit. Liability insurance will be required in accordance with the Standard Rental Agreement.

(2) All scouting activities (i.e., Boys, Girls, Cubs, Weeblos, Brownies, etc.) such as: trips, camp-outs, sleep-overs, jamborees where supervised by adult Scout leaders. When extended or overnight use of an armory is requested, the Scouts will be responsible for any custodial/security fees required and for use of supplies. Liability insurance certificates will be required in accordance with the Standard Rental Agreement.

(3) Red Cross or other emergency relief agencies conducting meetings, emergency management training, or supporting actual emergency situations. Applicable custodial/security fees apply for meetings and training. All costs are waived for actual emergency operations. Even though Red Cross or other relief organizations have coverage for liability, an insurance certificate is required.

(4) Community-oriented civic and charitable organizations may receive no-cost or reduced rental rates upon the recommendation of the LAB for activities that are consistent with the interests of the PNG and for which no admissions or other fees are charged. (NOTE: Based on laws established by the Commonwealth, any charitable organization that engages in solicitation for purpose of charity is required to be registered with the Bureau of Charitable Organizations.) **Community based civic organizations include Election Boards who request the use of Armory facilities as voting/polling places. If used as a voting/polling place, the Rental Agreement Contract must contain the AMENDMENT provided in Attachment #6.** Reduced rentals will not be less than twenty-five (25) per cent based on the Rental Rate Schedule. Custodial/security and supply fees are charged when applicable, and the insurance certificate is required.

(5) PNG Family Support Groups (FSG) and unit club organizations (NCOs, Officers, wives, etc.) are authorized no-cost use of the armories for regular meetings or for activities which are limited to FSG members and members of the unit. Any of these organizations planning to conduct fund-raising activities in the armory or activities for

which admission or other fees are charged must execute a Standard Rental Agreement and pay applicable fees and meet liability insurance requirements. Rental fees for fund-raising activities by these groups are subject to twenty-five (25) per cent minimum for civic/charitable organizations or twenty (20) per cent of the gross proceeds for the event, as recommended by the LAB and approved by the OFE. Any other groups desiring to conduct fund-raising activities in an armory must execute a Standard Rental Agreement and all fees apply, to include liability insurance requirements.

(6) Fraternal organizations, social organizations, or special interest groups must execute a Standard Rental Agreement, pay applicable fees, and provide a certificate of insurance.

(7) Federal, state, or local government entities may receive free or reduced rate use of a Readiness Center, but will be required to sign a memorandum of agreement prior to such use. An example of the required memorandum of agreement is included as Attachment 7.

e. Free or reduced rate use of the armory for non-military purposes may be approved by the OFE upon recommendation of the LAB. Such recommendations should be for non-revenue producing, community service activities that support the goals of the PNG. Social functions sponsored by the PNG organization occupying the armory may be held in the armory without the payment of rent. However, this latitude is not to be construed as applying to fund-raising activities sponsored by the military organization. The instructions pertaining to the use of personnel to provide security and custodial services as a result of an armory rental apply equally in the free use of an armory for nonmilitary purposes, to include the requirements for an insurance certificate.

f. Rental of the armory for non-military purposes at the rate less than that established by the OFE may be approved by the OFE upon the recommendation of the LAB. Such recommendations should be limited and extended to community service activities that support the goals of the PNG, or for events that do not require full use of the armory.

g. Charges or fees specified and approved by the OFE in a rental agreement will be the only costs related to an activity conducted in any armory. No fees will be assessed or compensation accepted by federal or state employees or by LAB members except as prescribed by the OFE. Armory rentals are subject to audit by the Auditor General of Pennsylvania. Anyone exceeding delegated authority may be held liable for appropriate disciplinary and or legal action.

h. All expenditures from the State Treasury Armory Fund will be in accordance with PCS Title 51, Chapter 15, § 1511.

i. Furniture and equipment assigned to an armory are NOT authorized for separate rental purposes. Unusual or special requests for use of these items away from the armory must be forwarded to the SAB or OFE for consideration.

j. Execution of Rental Contract:

(1) The senior onsite military administrative officer or their formally delegated military representative is the point of contact for all armory rentals. These individuals must be aware of, approve and coordinate all non-military use of the armory. They will be signatory to the rental agreement in the signature space provided and labeled “WITNESS LAB SIGNATURE”. The senior onsite military administrative officer or their formally delegated military representative will review all proposed rental agreements for completeness, accuracy and feasibility; and will be the final local authority for approval of rental agreements prior to the agreements being forwarded to the OFE for final overall approval. Additionally, the senior military representative will be responsible for receiving and forwarding all checks and the final rental agreements to OFE.

(2) The LAB executes the original Standard Rental Agreement provided by the OFE. The Agreement must include LAB representative's and renter's signature prior to forwarding to the OFE for the final approval signature. All entries made in the Standard Rental Agreement shall be completed in the spirit of establishing a legally binding contract. ~~Minor corrections may be made, however the corrections require that both the LAB and renting person initial next to the correction(s)~~ No alterations are authorized to the approved rental agreement that is made part of this SOP. Any proposed alterations to the rental agreement must be presented to the OFE for consideration and presentation to the SAB for review and approval prior to execution. All applicable fees stipulated in the Rental Rate Schedule must be included in the form of a certified check or a money order payable to the State Treasury Armory Fund from the renter as part of the overall rental agreement. Additionally, the LAB makes certain the renter provides an insurance certificate with appropriate coverage level for liability as part of the rental agreement. If alcohol will be served in connection with an unofficial social event, then liquor liability insurance must be provided in addition to the normal liability insurance. Once the LAB has all the required documents with payments, the rental agreement package shall be forwarded to the OFE, with a cover letter from the LAB justifying any recommendation for reduced or waived fees, no later than fourteen (14) days prior to the scheduled event, or sooner if possible.

(3) Upon receipt of a rental agreement package, the OFE reviews the documents for completeness and appropriateness for approval and final signature. Once approved and signed, the OFE notifies the renter in writing. The OFE makes two (2) copies of the original documents. One copy is sent to the renter and one copy is returned to the LAB for their files. The completed original Standard Rental Agreement is filed in the OFE office and the rental payment is forwarded to the DMVA Office of Administrative Services for deposit in the State Treasury Armory Fund.

(4) There may be unusual occasions when it will not be possible to complete the processing of the Standard Rental Agreement in advance of the proposed rental date. In such cases, advance telephone approval of the rental may be obtained from the OFE. It must be emphasized that the concept of the rental agreement is to ensure that the renter, the LAB, and the Commonwealth are protected against liability at all times; therefore, it is strongly recommended that the LAB uses this procedure only on rare occasions.

(5) The OFE will conduct random periodic customer service follow-ups with renters.

6. Rental Rates:

Rental rates are computed periodically by the OFE for each armory based on actual operating costs and rates of commercial facilities in the local area. Hourly rates apply for rentals up to four (4) hours. Rentals of over four (4) hours in duration will be at the daily rate. The renter shall be afforded the less expensive of the two rates. Rental rates (see Attachment 1, Rental Rate Schedule) will be adjusted every two years by the OFE based upon increases or decreases in the Consumer Price Index.

7. Policies for Custodial/Security Support of Armory Rentals:

- a. Any temporary or permanent State employee providing custodial/security service beyond their normal duty will be paid through normal payroll channels at the respective employee's after duty hourly rates. The renter shall pay a flat rate of thirty dollars (\$30.00) per hour for each employee necessary to provide security/custodial services. A separate check for custodial/security services will be submitted with the rental agreement. Under no circumstances are State employees to be paid directly by the renter.
- b. Temporary State employees and permanent State employees providing these services for rental activities beyond normal duty hours will record hours worked on time and attendance (T&A) cards, and be paid through normal payroll channels. The State employee must reflect on their T&A card that the overtime wage was based in direct support of the armory rental activity as the custodial/security representative. State employees shall not work more than eight (8) hours immediately following their end of normal duty hours, and no more than sixteen (16) hours within a twenty-four (24) hour day. This includes weekend days in support of an armory rental. Example; if the State employee desires to work Saturday and Sunday in support of an armory rental, then he or she may do so as long as each day's work does not exceed 16 hours. The State employee shall not work beyond midnight on Sunday evening, or begin work on midnight of Sunday. If the State employee desires to work on a Friday after normal duty hours, then he or she shall not work more than eight (8) hours beyond the normal duty hours in support of an armory rental.
- c. The State employee is afforded first priority to accept overtime opportunities. A MA-AS-26 form must be completed and submitted with the Standard Rental Agreement (see Attachment 5, Overtime/Compensatory Time Approval Request). The MA-AS Form 26 is available in electronic format by request through the OFE. The time and attendance record will reflect the actual hours worked by the state employee. If no State employee is available to provide custodial/security support, then a unit member may be utilized as a volunteer or for fees to provide custodial/security services. Unit members providing these services for fees will be paid directly by the renter (by check), and a photocopy of the check forwarded to the OFE. Payments for unit members will be at a flat thirty dollars (\$30.00) per hour rate.
- d. State or federal employees are strictly prohibited from accepting cash payments of any kind or for any purpose.

e. **Duties and responsibilities of state or federal employees providing custodial/security support of rentals:**

- (1) **Open the facility for the renter.**
- (2) **Be present in the facility at all times that the renter is present and oversee the renter's activities to insure compliance with the rental policy and agreement as well as provide for the safe, secure and orderly use of the facility.**
- (3) **Insure latrines remain stocked with an adequate supply of paper products, soap, etc.**
- (4) **Insure building systems remain functional in support of the rental activity.**
- (5) **Provide general cleanup of the facility after the rental. However, the renter is responsible to return all tables, chairs and equipment belonging to the facility to their storage places. Renter is also responsible for removing all their own equipment and materials to include trash, waste and debris (garbage, trash, animal droppings, bodily fluids, etc.) generated by the rental activity at the end of the rental period.**
- (6) **Close and secure the facility after the rental event.**

8. Supply Fees:

A fee for consumable supplies (paper towels, toilet paper, toilet soap, cleaning materials, etc.) equal to ten (10) per cent of the appropriate rental rate (hourly/daily) will be assessed for all rentals involving the use of the inside areas of the armory. This fee will apply even though the rental fee itself is waived or reduced, and will be applied against the normal rental rates. An exception applies to PNG Family Support Groups, Scouting Groups, or Veterans' Organizations, whose regular meetings take place at the armory.

9. Billeting Arrangements:

a. **Military/Governmental Agencies:** Military and/or governmental agency use of armory facilities for billeting purposes for official business use only requires direct coordination between renters and the LAB. In turn, the LAB provides the OFE information regarding all billeting arrangements that are made. Normally, insurance certificates are not needed from military/governmental agencies; however, if the renter provides self-insurance, the renter provides a letter to that effect - indicating the limitations on the self-insurance coverage and the authority for such coverage. Federal agencies requesting billeting for other than official use are required to pay the standard rental fee per hour or at the daily rate.

b. **Non-Military and Civilian Use:** Procedures for making billeting arrangements require the use of the Standard Rental Agreement and procedures outlined in this rental SOP. A liability insurance certificate is required in either case. The renter will acquire their own liability insurance certificate. As of the date of this SOP, the Pennsylvania National Guard Foundation (PNGF) insurance certificate is no longer available.

c. Overnight Rental Rates: Groups requesting use of armories during visits to historical or recreational sites shall pay a rental fee of sixty-five dollars (\$65.00) per night plus ten percent (10%) supply fees (\$6.50). All other armory overnight rental fees shall be their respective daily rental rates, to include the custodial/security fee and ten per cent (10%) supply fee. Renters granted waiver of rental fee shall pay the custodial/security fee plus the ten percent (10%) supply fee.

10. Liability Insurance Certificate:

All renters requiring liability insurance certificates must obtain the certificate from the insurance provider of their choice.

11. Additional Insured Statement:

The following statement of additional insured(s) must appear on all insurance binders or certificates of insurance submitted for rental or use of Pennsylvania National Guard armories, facilities, or grounds:

'The Commonwealth of Pennsylvania and its agencies, instrumentalities, officials, employees, and agents, including the Department of Military and Veterans' Affairs, Office of Facilities and Engineering, and the Local Armory Board are named additional insured.'

12. Disclaimer:

This SOP does not supersede any Commonwealth Statute and is intended for use as a procedural guide for the rental of an Armory or other Pennsylvania National Guard facilities owned by the Commonwealth. Any questions requiring legal review and/or opinion concerning Armory or Commonwealth property rentals will be sent to the OFE and forwarded to the DMVA Chief Counsel for opinion.

13. SOP Point of Contact:

Please direct any questions or comments for this SOP to the OFE.

Mark A. Austin
DMVA
Deputy for Facilities and Engineering

**ATTACHMENT 1
(RENTAL RATE SCHEDULE)**

READINESS CENTER RENTAL RATES EFFECTIVE 1 APRIL 2014		
<u>READINESS CENTER</u>	<u>PER HOUR</u>	<u>DAILY</u>
Allentown	\$85	\$425
Aviation Brigade (FTIG)	\$140	\$690
Beaver Falls	\$50	\$240
Bradford	\$45	\$210
Butler	\$45	\$210
Cambridge Springs	\$65	\$320
Carbondale	\$40	\$185
Carlisle	\$50	\$240
Chambersburg	\$35	\$160
Clearfield	\$55	\$265
Coatesville	\$70	\$345
Connellsville	\$40	\$185
Easton	\$70	\$345
East Stroudsburg	\$45	\$210
Elizabethtown	\$65	\$320
Everett	\$30	\$135
Fitzpatrick Hall (FTIG)	\$75	\$370
Ford City	\$55	\$265
Friedens	\$35	\$170
Greensburg	\$45	\$210
Grove City	\$30	\$135
Hamburg	\$35	\$170
Hanover	\$45	\$210
Harrisburg MP Building 2	\$135	\$635
Hazleton	\$50	\$135
Hermitage	\$35	\$170
Hershey	\$55	\$265
Hollidaysburg SBCT	\$55	\$265
Honesdale	\$45	\$210
Huntingdon	\$55	\$265
Indiana	\$55	\$265
Johnstown Airport Road	\$65	\$320
Johnstown Walters Avenue	\$55	\$265
Kane	\$30	\$135
Kutztown	\$50	\$240
Lebanon	\$50	\$240
Lehighton	\$40	\$185
Lewisburg	\$65	\$320
Lewistown	\$80	\$400
Lock Haven	\$65	\$320

Mt Pleasant	\$65	\$320
Nanticoke	\$35	\$160
New Castle	\$45	\$210
New Milford	\$55	\$265
Oil City	\$40	\$185
Philadelphia 23rd & Ranstead	\$170	\$850
Philadelphia Southampton	\$425	\$2,120
Phoenixville	\$50	\$240
Pine Grove	\$30	\$135
Pittsburgh Crane	\$65	\$320
Pittsburgh Hunt	\$160	\$800
Plymouth	\$45	\$210
Plymouth Meeting	\$135	\$660
Punxsutawney	\$50	\$135
Reading	\$55	\$265
Sellersville	\$40	\$185
South Mountain	\$45	\$210
Spring City	\$55	\$265
State College	\$60	\$ 290
Sunbury	\$45	\$ 210
Tamaqua	\$45	\$210
Torrance	\$55	\$265
Washington	\$55	\$265
Waynesburg	\$55	\$265
Wellsboro	\$40	\$185
West Chester	\$45	\$210
West Pittston	\$50	\$240
Wilkes-Barre	\$275	\$2,200
Williamsport	\$70	\$345
Williamstown	\$35	\$160
Willow Grove (limited access)	\$85	\$425
York North George	\$30	\$135

**ATTACHMENT 2
(SAMPLE: STANDARD RENTAL AGREEMENT)**

RENTAL AGREEMENT (Revised Jan 2015)

BETWEEN

Commonwealth of Pennsylvania
**Department of Military and
Veterans Affairs**
*State Armory Board
Annville, PA 17003-5002
(Hereinafter referred to as "Board")
acting by and through the Local Armory
Board of _____
Armory*

AND _____
*Name of Renting Organization
(Hereinafter Referred to as "Renter")*

Street Address

City, State, Zip Code

Contact Name & Daytime Phone Number

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between, the parties identified above

WITNESSETH:

WHEREAS, the **BOARD** is authorized to rent armories for non-military purpose by Section 1509 of the Military Code of 1975 (51 PACS 1509) and the rules and regulations promulgated there under and WHEREAS the **RENTER** desires to rent the said Armory for the purpose of:

NOW THEREFORE, the parties hereto, agreeing to be legally bound, in consideration of the mutual premises hereof, the mutual benefits hereby conferred, and the payment of the rental fee, custodial fee, and supply charge as hereinafter provided, do hereby covenant and agree as follows:

1. **The BOARD** hereby agrees to license and permit the **RENTER** to use said Armory or a portion thereof as may be described in special considerations set forth below.

Special Considerations:

2. The term of this agreement is for _____ day(s) beginning at _____ hours on _____, 20____, and terminating at _____ hours on _____, 20____, unless sooner terminated as provided in paragraph 4 of this agreement.

3. In consideration of being permitted to use the aforementioned premises for the purpose described, **RENTER** shall pay the BOARD as follows:

COMPONENT	AMOUNT
Rental Fee	\$ _____
Custodial Fee	\$ _____
Supplies Charge (10% of rental fee)	\$ _____
TOTAL	\$ _____

***The payments recited above are the only required or authorized payments to be made by RENTER and shall be made by separate bank check or money order for each component, made payable to the "State Treasury Armory Fund", and submitted with the Rental Agreement to the State Armory Board when requesting approval. State and federal employees are strictly prohibited from receiving cash payments of any kind. State employees may accept checks for the payments recited above only if the checks are made payable to the "State Treasury Armory Fund" and are forwarded to the Office of Facilities and Engineering. State employees are paid through the normal Commonwealth of PA payroll channels and not authorized to receive direct payment in any form. Federal employees are authorized to receive direct payment only for the "Custodial Fee" in the form of a check, but a photocopy of the check must be immediately forwarded to the Office of Facilities and Engineering to be included with the Rental Agreement package.**

4. This agreement is subject to termination or cancellation by the **BOARD** when the Adjutant General, or his designee, determines that the armory is necessary for use by the Pennsylvania military forces or units thereof during periods of state active duty or to carry out military requirements. The decision to terminate or cancel this agreement under this necessity clause is vested in the sole discretion of the Adjutant General or his designee. The **RENTER** expressly agrees that termination or cancellation of this agreement as provided in this paragraph shall subject the Commonwealth of Pennsylvania, the **BOARD**, the Department of Military and Veterans Affairs and their officials, members, employees and assigns to no liability whatsoever, whether for consequential damages or otherwise, except for return of the consideration paid under paragraph 3 for the periods during which the **RENTER** was precluded from using the premises.

5. The **RENTER** agrees to conduct its activities in an orderly and peaceful manner and to engage security personnel as may be deemed necessary by the Local Armory Board to enforce good order.

6. The **RENTER** expressly agrees to indemnify, hold harmless and defend the Commonwealth of Pennsylvania, the Department of Military and Veterans Affairs, the State Armory Board, the Local Armory Board and their officials, members, agents and assigns from and against any liability, claim, damage or otherwise, of whatsoever nature and howsoever caused, arising out of, or related to, the use by the **RENTER** of the said Armory during the terms and for any and all acts or omissions occurring on the premises during the rental period and agreement during the

terms and for any extension hereof. This paragraph covers death, personal injury and damage to, destruction or loss of property to persons using the Armory premises during the term of this agreement and any extensions hereof.

7. In addition to the provisions of paragraph 6 and not by way of limitation thereof, the **RENTER** shall, prior to commencing the use of the Armory premises, provide the **BOARD** with a certificate of insurance indicating that **RENTER** has full liability coverage for all risks associated with its use of the licensed premises. The amount of such liability coverage shall be \$500,000 per person and \$1,000,000 per incident for personal injuries or death and \$200,000 for property damage. The certificate of insurance shall specify that the Commonwealth of Pennsylvania, and its agencies, instrumentalities, officials, employees, and agents, including the Department of Military and Veterans Affairs, State Armory Board and the Local Armory Board are named additional insured under the liability coverage.

8. This agreement is made under and subject to the rules and regulations of the State Armory Board which are incorporated by reference herein and made part hereof.

9. **RENTER** shall ensure that its use of the said armory shall comply with all applicable federal, state, and local laws and regulations to include health, sanitation, and licensing requirements. By executing this agreement, **RENTER** shall not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or handicapped status with regard to its use of the premises.

10. **RENTER** shall at the expiration of the term of this agreement, or sooner termination thereof, without further notice, quietly and peaceably deliver up the premises in as good condition as they are now, and holding over or continuance in possession of the premises after the term hereof shall constitute an extension hereof. **RENTER is responsible for their own setup and teardown to include returning all tables, chairs and equipment belonging to the facility to their storage places at the end of the rental. RENTER is also responsible for removing all their own equipment and materials to include trash, waste and debris (garbage, trash, animal droppings, bodily fluids, etc.) generated by the rental activity at the end of the rental period. If RENTER engages the services of an individual or organization not directly employed by RENTER to accomplish these responsibilities, RENTER must inform BOARD and insure that the individual or organization signs a separate "no cost" rental agreement and provides a separate insurance certificate to BOARD meeting the requirements of paragraph 7 above.**

11. Gun shows and similar activities require special consideration. While the legal possession and sale of weapons and ammunition is authorized, possessing any weapon within the armory or its surrounding grounds that is loaded with ammunition is strictly prohibited. **RENTER will be required to post signs at conspicuous places throughout the rental area to the effect that loaded weapons are not authorized. RENTER will be responsible for insuring that loaded weapons are not permitted into the facility or are in the possession of anyone participating in the event. An exception to this will be security personnel that have been trained and licensed per the requirements of the Commonwealth of Pennsylvania and any local requirements and are directly employed by the renter. If such security personnel are not directly employed by RENTER then they must sign a separate no cost rental agreement and supply the required certificate of insurance.**

12. No termination of this Agreement or taking or recovering possession of the premises shall deprive **BOARD** of any action for rent or for damages, nor shall any remedy hereby provided exclude any other to which **BOARD** might otherwise be entitled.

13. If the **BOARD** determines the **RENTER** has violated any provisions of this agreement, it may terminate the rental at once and retain all moneys paid hereunder as liquidated damages, provided that the retention of such moneys shall in no way limit the **BOARD** from pursuing any other remedies it may possess at law or equity to recover damages or obtain other appropriate relief as a result of the breach of any condition of this Agreement by **RENTER**.

WITNESS LAB SIGNATURE

DATE

RENTER SIGNATURE

DATE

APPROVAL SIGNATURE

DATE

STATE ARMORY BOARD ONLY

ATTACHMENT 3

CERTIFICATE OF INSURANCE (EXAMPLE)		Date (MM/DD/YY)	
Producer	Name Of Insurance Company (SAMPLE)	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATION HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
COMPANIES AFFORDING COVERAGE			
INSURED	Renter Or Other Insured	COMPANY A	Name Of Insurance Company
		COMPANY B	
		COMPANY C	
		COMPANY D	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURANCE	\$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$200,000
	<input type="checkbox"/> CLASS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$500,000
	<input type="checkbox"/>				GENERAL AGGREGATE	\$1,000,000
	GEN AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea Accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/>					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
	<input type="checkbox"/>				AUTO ONLY. AGG	\$
	EXCESS LIABILITY				EACH OCCURANCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS DAMAGE				AGGREGATE	\$
	<input type="checkbox"/>					
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Additional Insured in regard to the operations of the named Insured: THE COMMONWEALTH, AND ITS AGENCIES, INSTRUMENTALITIES, OFFICIALS, EMPLOYEES, AND ASSIGNS. IN ADDITION, AND NOT BY WAY OF LIMITATION, THE COMMONWEALTH OF PENNSYLVANIA, THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, OFFICE OF FACILITIES AND ENGINEERING, LOCAL ARMORY BOARD ARE NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER <input type="checkbox"/> ADDITIONAL INSURED: INSURER LETTER _____ (Normally the local armory board name and address)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE _____
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ATTACHMENT 4

CHECKLIST FOR RENTAL CONTRACTS

1. Type in all entries. Minor corrections must be initialed by LAB representative/renter.
2. Complete address of renter, with POC name and phone number.
3. Paragraph 1: Any special instructions? Restrictions?
4. Paragraph 3: Are fees entered correctly? Explanation for any reduced rental recommendations on a cover letter.
 - A. Custodial/security fees. If no charge for non-duty hours, explanation?
 - B. Supplies fee. Ten (10%) percent of regular rental rate not reduced rate.
5. Separate certified checks or money orders payable to State Treasury Armory Fund for each rental category (Rent-custodial-supplies)?
6. Insurance binder when required? Is it current? Are limits correct (250k per person, 1M per incident for personal injuries or death, and 100K for property damage)? Does it have statement for "additional insured" — (last sentence of paragraph 7 of agreement)? Signed by an agent?
 - A. Check the effective/expiration date of insurance certificate.
7. Signatures for LAB? Renter?
8. Original goes to OFE.
9. Any question contact OFE before putting contract in mail.

ATTACHMENT 5

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
OVERTIME/COMPENSATORY TIME APPROVAL REQUEST
FOR STATE ARMORY EMPLOYEES

DATE: _____

REQUEST FOR: OVERTIME PAY: _____ **COMPENSATORY TIME:** _____

EMPLOYEE NAME: _____ **EMPLOYEE #:** _____

CLASS TITLE:

ARMORY: _____ **TIME KEEPER CODE:** _____

INSTRUCTIONS:

- *SUBMIT THIS FORM (SIGNED AND COMPLETED) WITH THE BIWEEKLY SUBMISSION OF TIME AND ATTENDANCE RECORDS (STD 929).*
- *REPORT HOURS WORKED FOR OVERTIME/COMPENSATORY TIME. (DO NOT INCLUDE REGULAR HOURS WORKED)*
- *PROVIDE DETAILED JUSTIFICATION*

DATE	START TIME	END TIME	TOTAL HOURS	OVERTIME JUSTIFICATION
TOTAL HOURS:				
FOR SAB APPROVAL:				Date: _____
Approved		Of		
by: _____		SAB		_____
(NAME)				
FOR SUPERVISOR AT ARMORY				
Approval: _____			_____ Date	
Supervisor's Name		Supervisor's		Date
(PRINT)		Signature		
FOR ADMINISTRATIVE SERVICES APPROVAL:				Date: _____
Approved		of AS		_____
by: _____				
(NAME)				

ATTACHMENT 6

(AMENDMENT FOR ELECTIONS BOARD RENTALS)

AMENDMENT

I certify that there will not be any solicitation or receiving of contributions within the meaning of Section 301 (8) of the Federal Election Campaign, Act 1971, 18 USC 607.

WITNESS LAB SIGNATURE

DATE

RENTER SIGNATURE

DATE

APPROVAL SIGNATURE
STATE ARMORY BOARD ONLY

DATE