

CHARLOTTE COUNTY PUBLIC SCHOOLS
Application for Facility Use and Indemnification Agreement

Empty box with three horizontal lines for stamp or signature.

Date

Name of Group Contact Person

Mailing Address Phone Fax

Dates and Time of Rental/Use:

Type of Facility Requested:

Describe in detail type of activity or sport to be played:

Will equipment be needed? Yes No If YES, please list:

Number: Participants expected Ticket Takers Ushers Security Group's Staff (to supervise participants)

Spectators: Yes No Estimated number of spectators

Special Details:

Will the following facilities be needed?

Concession Gym Athletic Fields Sound System Kitchen Other

Rental Rate: Other Charges:

Payment due on or before:

In consideration of Charlotte County Public Schools (the schools) entering this Facility Agreement with (the User Group), and as a condition of said agreement, the User Group hereby agrees to indemnify and hold harmless the Schools, its governing board, and all agents, servants or employees, for any and all claims, law-suits, or judgments that may come about as a result of the User Group's negligence and use of the above described facility by the User Group. This indemnification shall include, and not be limited to, any settlements, judgments or awards by a court of competent jurisdiction, or a board of arbitration. Said indemnification should also include costs for unnecessary legal representation and out-of-pocket expenses incurred by the Schools in connection with any action or defense necessary to protect itself under the terms of this agreement.

In addition to the above, the User Group represents and warrants that it has a policy of general liability insurance in force and effect on the dates of the use of the licensed premises, issued by a liability insurance company licensed to do business in the Commonwealth of Virginia and acceptable to the Schools. Said insurance company will without any cost or expense to the Schools, issue a certificate to the Schools naming them as an Additional Insured. Said Certificate of Insurance shall be delivered to the Schools at least one week prior to the use of the premises by the User Group. In addition, said insurance company will agree to give notification to the Schools of any revocation and/or cancellation at least seventy-two (72) hours before said revocation becomes effective.

It is further agreed that the Schools have the Absolute Right of Cancellation without liability if the facility is unavailable for any reason.

Statement of User Group Understanding

As the responsible representative of the User Group, I hereby state that the information in this application is true and accurate and that, if approved, I understand and agree to abide by the rules and conditions attached hereto.

User Group Group Representative (Print) (Print)

Representative Signature Representative Title Date

Principal Signature Date

Assistant Superintendent Signature Date

Recommended Not Recommended

Approved Disapproved

A. Use of School Facilities

Business Partners of the Charlotte County School Board may use school facilities when they are not being used for school functions provided they secure the recommendation of the building principal, the approval of the superintendent (or his/her designee), and the applicant meets the following requirements:

1. School facilities may be used only by those organizations that are Business Partners of the Charlotte County School Board.
2. Business Partners requesting the use of school facilities will be subject to the fee requirements established by the School Board.
3. The Superintendent of Charlotte County Public Schools may waive the facility use fee to non-profit organizations that have established a partnership with the school system when the sole purpose of the activity at the school facility is to benefit Charlotte County Public School students and/or the general population of the community.
4. Individuals and organizations that have not established a business/education partnership with Charlotte County Public Schools will not be allowed to rent or use school facilities.
5. Prior to being offered a partnership agreement each potential Business Partner must submit an application and be approved by the Charlotte County School Board.
6. The User Group shall provide all materials necessary for the preparation of the facilities for the intended event.
7. The User Group shall be responsible for maintaining proper supervision and safety of crowds, including providing the necessary police protection.
8. The User Group assumes responsibility for enforcing the School Board policy that prohibits possession or use of drugs or alcohol on School property.
9. The User Group accepts all liability for any accident, personal injury, property damage or theft that occurs during the User Group's contracted period.
10. The User Group agrees to abide by the rules and regulations as set forth in this application.
11. The User Group must submit their application no later than 15 days prior to the date of requested use.

B. Rules & Regulations During Use

1. The use of tobacco, alcoholic beverages, and illicit drugs is prohibited.
2. Use will be confined to the spaces or rooms specifically reserved, and further use is prohibited.
3. No use of building space will be permitted without the presence of a School employee.
4. Use of special facilities such as kitchens, stages, and libraries will not be permitted without a School employee present who regularly works in such an area.
5. Alterations or substantial rearrangements of facilities and equipment will not be permitted.
6. Parking will be designated areas only, and all life safety rules such as free access to fire exits will be maintained.
7. Children must be properly supervised, and no group will be admitted which does not have at least one adult present for each given number of children, depending on the activity. Children in very large groups or engaged in very active pursuits should have plenty of adult supervision.
8. The Schools will not be held liable for any damages, direct or consequential, if for any reason, the facilities agreed upon are not made available.
9. The User Group will not sub-let the space to another organization or group and merely act as an agent for what might otherwise be a non-permitted use.
10. Failure to observe the rules will result in suspension of the use privilege for a certain period of time.
11. Use of the facilities by outside groups will be made available at the School's discretion depending on the requested use activities. Third party activities requiring overnight stays or other residential type use are prohibited. This type of request for overnight use is outside the scope of School facility operations. The exception to this rule would be in the case of natural or public disaster which would require facilities to be used by citizens and authorities in an emergency shelter or operations center capacity.
12. All user groups will be required to provide the public entity with surety that will defend the public entity and pay claims against it for injury or property loss due to the user group's negligence.
13. The Schools do not accept the risk of liability for events over which it has no control or when the user group is not providing a program or service which directly benefits the Schools.

C. Fee Requirements for Facility Use

Any time school facilities are in use, the building principal shall determine the need for supervision by a school representative. The following fees are required for each use of the facility.

These fees must be paid 5 days prior to use and payments are to be made payable to the Charlotte County School Board, P. O. Box 790, Charlotte Court House, VA 23923	<table border="0"> <thead> <tr> <th style="text-align: left;"><u>Facilities</u></th> <th style="text-align: left;"><u>Fees</u></th> </tr> </thead> <tbody> <tr> <td>Eureka Elementary School</td> <td>\$125.00</td> </tr> <tr> <td>Central Middle School</td> <td>\$125.00</td> </tr> <tr> <td>Bacon District Elementary School</td> <td>\$ 75.00</td> </tr> <tr> <td>JMJ/Phenix Elementary School</td> <td>\$ 75.00</td> </tr> <tr> <td>Randolph-Henry High School</td> <td>\$ 75.00</td> </tr> <tr> <td>Randolph-Henry Athletic Field</td> <td>\$100.00 night activity</td> </tr> <tr> <td>Cafeteria Staff</td> <td>\$ 30.00 per worker for first 2 hours (\$15.00 per man-hour thereafter)</td> </tr> </tbody> </table>	<u>Facilities</u>	<u>Fees</u>	Eureka Elementary School	\$125.00	Central Middle School	\$125.00	Bacon District Elementary School	\$ 75.00	JMJ/Phenix Elementary School	\$ 75.00	Randolph-Henry High School	\$ 75.00	Randolph-Henry Athletic Field	\$100.00 night activity	Cafeteria Staff	\$ 30.00 per worker for first 2 hours (\$15.00 per man-hour thereafter)
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Business Partners of the Charlotte County School Board may be granted a waiver of facility fees. Business Partners must have a Business Partnership Agreement on file to be considered for a waiver of facility fees.

D. Fee Requirements for Kitchen Use and Custodial Services

All fees for **kitchen use** will be billed by **CCPS Office of School Nutrition**. Checks can be made payable to **CCPS Food Service** c/o Jason Badeaux @ 1-434- 542-9574. All fees for custodial services will be billed by **Service Solutions Corporation**. Payments can be made payable to **Service Solutions Corporation** c/o Lester Worrell 1-434-542-4571. **Kitchen Use and Custodial Fees:** \$30 per worker for first 2 hours, \$15 per man-hour thereafter. **Mail payment to:** Charlotte County School Board Office, P. O. Box 790, Charlotte Court House, VA 23923