

SCHOOL BOARD OF CLAY COUNTY
AGREEMENT FOR USE OF FACILITIES

The School Board of Clay County promotes school/community interaction and provides for the use of school facilities by outside agencies which comply with School Board Policy.

The School Board of Clay County prohibits a highly competitive sports program in grades K-6. Intramural and field day activities are exempt and are encouraged. The School Board further prohibits the use of school facilities by any outside agency or organization which uses the school name and/or mascot in connection with its activities. No outside agency/organization will be allowed to use School Board facilities during school hours except as a voting precinct or other appropriate county function. School hours are defined by School Board policy as the time beginning thirty minutes before the final bell for students to report to class and ending thirty minutes after the bell dismissing students at the end of the school day.

Each building Principal or supervisor is given the authority to control the time, place and manner of the use of school facilities by outside organizations and groups and to schedule the use of school facilities by outside agencies or organizations (hereinafter "requesting group(s)") in a manner which avoids time conflicts and undue abuse/overuse of the facilities/grounds and only during times when said facilities are not needed for use by any group or organization associated with Clay County schools. The Principal's authority may be overruled and superseded by the Superintendent of Schools when he/she deems it necessary. The facilities are to be assigned for use by requesting groups on a first request-first served basis. This agreement must be executed by the authorized representative of the requesting group and the school Principal or, for facilities other than a school location, location supervisor (hereinafter "School District representative.") This agreement **must** be fully completed before execution including the name(s) of the requesting group using the facilities, the specific area(s) which are to be used, insurance information, names and titles of responsible parties, rental charges, clean up charges, and the specific hours, dates and length of the agreement.

Any group or organization which is allowed to use any part of the school facilities when students are physically present on the grounds or facilities shall, (a) at the time of submitting their request, and for security purposes only, provide the principal the name, address and date of birth of all adult participants/attendees who will come onto the campus solely for the purpose of attending the activity; (b) require all adult participants listed as set forth in the previous paragraph to sign in and present proper identification at the front office at the time of their arrival and immediately sign out at the end of the scheduled event; (c) advise said participants to remain with their designated group in their designated space. The requesting group representative agrees that no outside participant/attendee shall be allowed on campus unless that person has been previously listed and disclosed as required herein and the number of adult participants/attendees allowed on the campus when students are present may be limited by the Principal. The Principal may exclude participants/attendees from the school grounds who have a criminal history.

All private requesting groups are required to furnish certificates of insurance which specify that the requesting group's activities and vehicles are insured. Insurance requirements include \$300,000.00 coverage for Commercial General Liability per occurrence, \$300,000.00 per

occurrence Automobile Liability coverage, and \$100,000.00/\$100,000.00/\$500,000.00 Employers Liability and Statutory Workers Compensation. Commercial General Liability limits of \$500,000.00 to \$1,000,000.00 may be required for certain events. Events involving the sale or distribution to the public of food or products may require Product Liability insurance coverage. The type of event, number of participants, equipment utilized, charges by the organization to public participants, and other liability factors considered to be of importance by School District representative shall determine the overall insurance requirements. Certificates of Insurance must be original documents, must name the School Board of Clay County as an additional insured, must provide for a 30-day Notice of Cancellation, and must be sent directly from the insurance agent to the School Board representative.

The maximum term for any agreement shall be for one year from the date of execution. The agreement may only be extended for additional terms of not more than one year upon mutual agreement by all parties. The terms of any extension of an agreement shall incorporate and reflect changes in School Board policy as to rental fees, insurance limits, usage limits, and all other contract terms. The School Board of Clay County may terminate any existing agreement without penalty and without cause by giving sixty (60) days' written notice to the requesting group at the last known address of the individual who executed this agreement on its behalf. Such notice shall be by United States mail, certified mail return receipt requested, postage prepaid. In the event that the certified mail is unclaimed, receipt showing proof of mailing shall be sufficient to prove that notice was given in accordance with this paragraph. Failure to pay rents or other charges within 15 days of the due date shall be considered a default of the terms of this agreement at which time the contract shall be immediately terminated by the School Board representative.

Firearms, explosive devices, firecrackers and other such items may not be brought on School Board property without specific School Board approval, except by persons allowed under Florida Statutes 790.25(3)(a) and (d). Intoxicants, narcotics and tobacco products shall not be permitted on School Board property. The requesting group shall not permit any toxic materials or other similar substances to be used on any School Board property and shall be responsible for the supervision of all participants involved in its sponsored activities and shall be responsible for the care of facilities while in use. Charges shall be assessed from the requesting group for any damages to the facilities. Facilities shall not be littered. Gambling shall not be allowed under any circumstances. The requesting group agrees to defend, indemnify, and hold harmless the School Board, the School District, and their agents, employees, and assigns from any and all liability claims whatsoever arising out of the use of School Board facilities by the requesting group which results in property damage or bodily injury to its employees, agents, invitees, licensees, and participants.

Failure to comply with the terms of this agreement shall result in immediate termination of this agreement by the School District representative.

SCHOOL BOARD OF CLAY COUNTY

AGREEMENT FOR USE OF FACILITIES

Requesting Agency/Organization: _____

Contact for Agency/Organization: _____

Phone Number: _____ Email Address: _____

Location: _____
(Name of School, Professional Development Center or Teacher Training Center)

Facility: _____
(Portable Classroom, Cafeteria (Does not include Kitchen Facilities), Media Center, or Gymnasium)

Activity: _____
(Club Meetings, Church Meetings or Camp, Athletic Camps, Athletic Games, Repast Dinner, etc. - Attach Advertisement flyers, if applicable)

Equipment Needed: _____

Date(s): _____ Start Time: _____ End Time: _____ # of Attendees: _____

Rental Fee (Must Indicate Amount): _____

No Charge:	\$ 0.00	
Portable Classroom:	\$40.00	Per single occurrence up to 4 hours
Cafetorium:	\$60.00	Per hour with 2 hour minimum (does not include kitchen facilities)
Media Center:	\$60.00	Per hour with 2 hour minimum
Gymnasium:	\$60.00	Per hour with 2 hour minimum

Contract Start Date: _____ Contract End Date: _____

Requesting Group Representative/Date Principal or School Board Representative/Date

Print Name Print Name

NOTE: A copy of this executed agreement and insurance certificates must be provided to the Assistant Superintendent for Support Services within 10 days prior to the commencement of the activity.

APPROVED

DISAPPROVED

Assistant Superintendent for Support Services Date: _____