

Use of Facilities & Grounds Manual *(temporary)*



A complete guide to the rental of Clay County District properties





School District of Clay County

Application for Use of Facilities &/or Grounds

Applicant Information

Contact Name: _____ Title: _____	
Last	First
Organization Name: _____	
Address: _____	
<i>Street Address</i>	
City	State ZIP Code
Primary Phone: _____	Email: _____
Secondary Phone: _____	Email: _____

Organization Type: _____	Tax Exempt Cert # _____
<i>Church, HOA, Athletic, Private, Student, etc.</i>	<i>Copy of certificate must be provided if claiming exemption</i>

Date(s) of Use: _____ <i>If multiple dates, please attach schedule</i>	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Time(s) requested: _____ <i>Times must include set-up, tear-down, & clean-up</i>	From	AM PM
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		To	AM PM

Activity/Function: _____ <i>Club meeting, Athletic Game, Dinner, Camp, etc. (Attach advertisements and/or flyers)</i>
Facility Location: _____ <i>School Name, Professional Development Center, Teacher Training Center, Multi-Purpose Room</i>
Room/Bldg/Area: _____ <i>Portable, Classroom, Cafeteria (kitchen not included), Kitchen, Media Center, Gym, track, field, etc.</i>
Equipment/Furniture: _____ <i>List all onsite furnishings and equipment needs you are requesting</i>

Will food and/or beverages be offered/sold? YES <input type="checkbox"/> NO <input type="checkbox"/>	Will you need A/C or Heat for this event? YES <input type="checkbox"/> NO <input type="checkbox"/>
Will tickets be sold for entry to this event YES <input type="checkbox"/> NO <input type="checkbox"/>	If yes, Price for Adult? \$ _____ Price for Students? \$ _____
Will you be bringing in any equipment, furniture, wall hangings, etc.? YES <input type="checkbox"/> NO <input type="checkbox"/>	_____
<i>List and describe equipment, etc. being brought in for event use</i>	

User must complete & submit this application to the facility Administrator at least 10 business days prior to an event, to be given timely consideration for use.

Application Acknowledgement & Promise

Applicant understands that this application is subject to approval and availability. If the application is approved, applicant will need to sign and agree to all terms as outlined in the Use Agreement (exhibit A), all terms as set forth in School Board Policy, timely payment of fees/charges, and comply with all of the District's insurance requirements.

Applicant Signature: _____ Date: _____

Facility Administrator Approval of Use:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Signature: _____	Date: _____
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This Agreement made between the SCHOOL BOARD OF CLAY COUNTY (hereinafter referred to as the "Board") and (hereinafter referred to as "User") ; In consideration of the following mutual promises and conditions, the Board and User agree as follows:

1. The Board grants to the User the temporary use of the facilities described on the Application for Use of Facilities &/or Grounds, (hereinafter referred to as the "Application") attached hereto and made a part hereof for the purposes, dates, and times set forth on said application. Such use shall be in conformance with and subject to the Board's Policies, any Administrative Regulations developed pursuant to such policy, and School/Facility policies at each individual location.
2. User shall conform to the general conditions of use set forth in this Agreement and the additional conditions of use, and other matters, if any, set forth in the Application.
3. The Board prohibits User and any outside agencies from using the Board's name, school name, mascots, logos, or any Board images, to imply connection to, or endorsement of User or their activities without express written consent and prior approval of its presentation.
4. This Agreement shall be deemed dated, and become effective, as of the date on which a duly authorized representative of the Board executes this Agreement, provided such date of execution is later than the date on which the User executes this Agreement.
5. This Agreement shall not be assignable or transferable in any manner without the express written consent of the Board.
6. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Board and the User.
7. The parties of this agreement acknowledge and agree that this agreement shall not be exclusive in any respect.
8. The User agrees to provide at its expense general liability coverage under an occurrence basis policy, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 or more in aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. There shall be no exclusions for contracted liability. Coverage must be written by a carrier which has and maintains a rating of "A-" or better. The School Board of Clay County, Florida, shall be named as Certificate Holder and Additional Insured for claims arising out of any and all facility use under this policy and that the insurance is not cancelable without first giving thirty (30) days written notice to the Board.
9. The User fully understands, acknowledges and appreciates that despite the Board's best reasonable efforts to mitigate all health and safety risks, there are known, unknown, and potential dangers while utilizing the Board's facilities, services, equipment, personnel, etc. The dangers include, but are not limited to, the potential exposure, contraction, spreading, and infection of diseases and viruses.
10. User hereby agrees to hold harmless and indemnify the Board, its agents, and employees, from and against any and all losses, claims demands, penalties, judgments, court costs, attorneys' fees and liabilities of every other kind and nature in connection with, arising from, or related to User's use of the Board's facility, occupancy of the subject premises, installation, operation or maintenance of any fixtures or equipment in or upon the demised premises, or any negligence or fault of the User in failing to control, monitor or supervise any activity on the premises during the term of the lease of the premises hereunder.
11. Notwithstanding any other provision in this agreement, the User agrees to hold harmless and indemnify the Board from and against any and all losses, claims, demands, penalties, judgments, court costs, attorneys' fees and liabilities of every kind and nature whatsoever which may arise as a result of any employee, agent, member, guest, invitee, licensee or volunteer of the User causing any harm or violating any rights of the Board, or its agents, employees, or any student, parent, guardian, invitee, licensee, visitor or guest on or about the premises of any Board facility or who may otherwise be injured, including but not limited to injury to any civil right protected by law, as a result of or during any use of the facility by the User.
12. User will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that the The School Board of Clay County, its agents, entities, and employees are not connected to the User's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to User's use of the Board's facility.
13. The User agrees that it will cooperate with the Board, school principal, or designee (of either of them) when any of said Board representatives shall direct the User to remove any employee, agent, member, guest, invitee or licensee of the User from the facility. Such direction to remove may be given at the sole discretion of the Board or its designee so long as the Board or its designee has required the removal in the interest of the educational program, or the safety, health, welfare or security of any student, parent, guardian, guest, invitee, licensee, employee or agent of the Board, or the security and/or safety of the facility.
14. Risk of any loss to User's property shall be entirely upon User. User may not store any equipment, material or other matter in Board's facilities without express written approval from the Board or designee.
15. No equipment, material or other matter which presents a health or safety hazard to persons or property may be brought upon the Board's facility. The use of open flames, makeshift electrical wiring, flammable and/or caustic materials (and the like) are prohibited.
16. The use of any form of tobacco (including "vape" products), illegal drugs, liquor, profane language, obscene materials or acts, gambling or violence is prohibited.
17. Food or beverages may not be used without express written approval from the Board or designee.
18. User is not permitted to utilize stoves, ovens, microwave ovens, hot plates or any devices which have the potential to cause a fire on Board property.
19. Electrical equipment shall not be operated without express written approval from the Board.
20. Equipment, material, or other matter owned by the Board may not be used or removed without written approval from the Board.
21. Users, their agents, and their guest should have no expectations of Privacy while using the Board property.
22. All equipment, material, and other matter brought upon the facility by User shall be removed and the facility cleaned up and restored to the condition in which it was provided prior to the end of agreed use, unless the Board or designee expressly approves other arrangements in writing. At the Board's discretion, and to safeguard the health and safety of all who enter or use our facilities, additional charges may be assessed for after-event deep cleaning and sanitation.

Exhibit A – Use Agreement & Fees (page 2 of 2)

- 23. The Board requires an SBCC employee's presence for entry, additional supervision, and to ensure User's compliance with this Agreement. A Police Officer may be deemed appropriate for the protection of the facility and other Board property. Every effort will be made by the site administrator to secure personnel for an approved event, but the Board and its entities do not and cannot accept responsibility for employees' lack of participation, willingness or availability for supervision.
- 24. Additionally, User shall at all times provide sufficient self-supervision of its activities to ensure compliance with this Agreement.
- 25. Use of a facility may be terminated by the Board in the event of any emergency, force majeure, User's breach of Agreement, or in the event that the facility is required for any Board or educational program, which cannot reasonably, be held at another time and place.
- 26. All persons using the Board's facility pursuant to the Agreement shall confine themselves to the area of the facility for which temporary use has been granted to User.
- 27. At no time shall the maximum capacity of the facility space be exceeded.
- 28. Pursuant to Section 790.06(12)(a), Florida Statutes, it is illegal for non-law enforcement officers to bring weapons onto SBCC property (even w/ concealed permit).
- 29. User will comply with all Federal, State, and Local laws, including any/all taxes payable to the government.
- 30. The User agrees that if the standard fee schedule changes during the period for use reserved hereunder, that any increased fees shall be due and payable at the time they become effective.
- 31. Prior to use of Board's facilities, User shall pay to Board the fees set forth in the Use Agreement & Fees. All payments will be made payable to "The School Board of Clay County" and received no less than five (5) business days prior to use.
- 32. User warrants that all information, including attachments to Application, and other statements or materials that User may have given the Board in connection with the Application, and subsequent Use Agreement, described is true, complete and correct.

School Administrator/District Site Location Manager shall enter fees per Board approved pricing guide

Applicant/Organization name: _____

School/Location of Event: _____ Event Type: _____

Building/Room	Event Dates		Event Times		Total Hours	Fees/Rate
Grounds Use						
District Personnel						
Utility/Equip Rental						
Sales tax will be collected at a rate of 7% as required by law unless a valid tax-exempt certificate is provided					Taxes	
					Total	

Notes or Special Instructions: _____

Applicant signature denotes total agreement to all terms, conditions, notes, and fees assigned in Exhibit A (pages 1 & 2).

Applicant Signature: _____ Date: _____

Principal or Location Rep: _____ Title/Location _____ Date: _____

Superintendent/Designee Approval of Use:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Signature: _____	Date: _____
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The groups identified under each User Group are provided as examples and are not intended to be an exclusive list. The types of fees assessed for each group are also listed but subject to review and approval.

User Group 1 - School Groups

User Group 1 includes organizations that serve the students, parents, and teachers of the Clay County School District. User Group 1 applicants are not required to pay for use, utilities or personnel costs; the only exception to this would be when a school employee is required to work overtime to accommodate another school’s use or when any of the district’s personnel are required to hire additional staff to support a school function. In this case, the School or organization seeking use is responsible to reimburse these costs to the facility being used.

School Approved Clubs/Activities	PTA/SAC Meetings	Booster Clubs
District In-Service Workshops	School Directed FHSAA Activities	See Group 3 Exemptions

Fees Required:

- Salary/Benefits

User Group 2 - School Related, but Outside Groups

User Group 2 consists of students, employees or parents who are participating in an activity that does not directly relate to school activities but enhances the school or provides a definite educational service to the students of that school. Youth Organizations are defined as secular and non-secular organizations that provide moral and character development programs that are consistent with the Clay County School District’s character development curriculum. This Group is responsible to pay all required utility fees and school personnel costs when the use takes place outside the normal hours of operation.

Youth Organizations	Boy/Girls Scouts of America	Teachers Assoc.
Board of County Commissioners	Soccer Clubs	Little League
Charter Schools	4-H Clubs	Boys/Girls Club

Fees Required:

- Utility Fees
- Salary/Benefits Costs
- Sales Tax (unless valid exempt certificate is presented)

User Group 3 - Non-Profit Organizations

User Group 3 consists of local civic, fraternal, and governmental and community oriented groups whose sole purpose is providing a service for students and parents of the community. This Group is responsible to pay all required school personnel and utility costs when the use takes place outside the normal hours of operation.

Activities exempted include: town meetings sponsored by a municipality, voter precincts and public hearings. These exempt activities are assessed at a User Group 1 level.

City/County Parks & Rec.	HOAs	Grant Funded Tutoring/Enrichment
Church Groups	Town Hall Meetings	Public Hearings

Fees Required:

- Facility Use Fee
- Utility Fees
- Salary/Benefits Costs
- Equipment Use Fees
- Sales Tax (unless valid exempt certificate is presented)

User Group 4 - For-Profit

User Group 4 includes those citizens, associations, clubs or other organizations who wish to use school facilities for commercial, for-profit purposes.

Fees Required:

- Facility Use Fee
- Utility Fees
- Salary/Benefits Costs
- Equipment Use Fees
- Sales Tax

Exhibit B – Use Rental Fees Guide (page 2 of 3)

FACILITY OR GROUNDS REQUESTED	FEES	CALCULATION UNITS
CAFETORIUM w/o STAGE (kitchen rental not included)	\$60.00	Per hour w/ 2 hour minimum
CLASSROOM / PORTABLE	\$40.00	Flat fee – single occurrence up to 4 hours
	\$10.00	Each additional hour or fraction thereof
GYMNASIUM	\$60.00	Per hour w/ 2 hour minimum
MEDIA CENTER	\$60.00	Per hour w/ 2 hour minimum
FOOTBALL STADIUM W/ LIGHTING	\$160.00	Flat fee - single occurrence up to 6 hours (does not include access to concession stands)
FOOTBALL STADIUM W/O LIGHTING	\$120.00	Flat fee – single occurrence up to 6 hours (does not include access to concession stands)
USE OF IMMEDIATE AREA RESTROOMS (price covers consumables & refuse)	\$0.00 \$10.00 \$20.00 +\$10.00	0-30 people at event (included) 31-100 people at event (per 4 hr event)(\$5 ea hr. after) 100-200 people at event (per 4 hr event)(\$10 ea hr. after) for each additional 100 people (or part thereof/per 4 hr event)

Due to safety and security issues, an authorized/paid SBCC employee (as designated by the Principal or Board designee) must be present for all Facility Use events to monitor and ensure the security of buildings.

When deemed necessary, a member of law enforcement may also be required for events/functions. If the available law enforcement officer is a SBCC employee, the custodial/other employee may be waived for event but not Post-Event Cleaning. This waiver does not include required Food Service Employees when Kitchens are used.

PERSONNEL REQUIRED	FEES	CALCULATION UNITS
CUSTODIAL SERVICES (includes services)(MUST INCLUDE HOURS FOR POST CLEANING/DISINFECTING)	O/T wage + benefits	Per hour w/ 2 hour minimum
FOOD SERVICES (req. for access to kitchen)	O/T wage + benefits	Per hour w/ 2 hour minimum
SBCC EMPLOYEE (monitor only)	O/T wage + benefits	Per hour w/ 2 hour minimum (no custodial services included)
LAW ENFORCEMENT SERVICES (as required by policy)	O/T wage + benefits	Per hour w/ 3 hour minimum
IT/AUDIO-VISUAL/LIGHTING (w/ equip rental)	O/T wage + benefits	Per hour w/ 2 hour minimum

UTILITIES/EQUIPMENT/SUPPLIES	FEES	CALCULATION UNITS
PARKING LOT LIGHTING	\$20.00	Per hour (recommended from dusk to 1 hour post event)
OUTDOOR FACILITY LIGHTING	\$10.00	Per hour (recommended from dusk to 1 hour post event)
MANDATORY COVID-19 CLEANING PRODUCTS	\$9.50	Per hour of cleaning required post-event

COVID 19 REQUIREMENTS

Cleaning and Disinfecting – Due to the recent pandemic the District must rely on its trained Custodians and/or Maintenance Employees for the cleaning and disinfecting of our property. The Principal or Site Manager will determine an estimated timeframe based on Use as applied for. The Board employee’s pay and mandatory cleaning products will be added to cost of Use. However, if additional time is required, User will be billed the reasonable addition accordingly.

SAFETY AND SECURITY UPDATE

No Keys – For the safety of our students and employees as well as the security of our campuses/buildings/etc. keys cannot be checked out and will not be provided to outside organizations.

Exhibit B – Use Rental Fees (page 3 of 3)

Sales Tax - A 7.0% Sales Tax is charged on the following fees: rental, facility use, utilities, equipment and supplies, unless an organization provides a copy of a valid Florida Sales Tax Certificate of Exemption to Risk Management. NOTE: A Federal Tax Exemption number does not apply to State of Florida Sales Tax Exemption.

Security and Damage Deposit - Users may be required to pay a Security and Damage Deposit at the discretion of the Site Administrator. A Security and Damage Deposit of 50% of the TOTAL FEE may be required for first time users and user groups larger than one hundred in attendance. A Security and Damage Deposit of 100% of the TOTAL FEE for previous users may be required based on past damage occurring during their contract. The School will provide receipts to the organization for proof of repairs or replacements.

Law Enforcement Services – Law enforcement services will be required for events expecting more than 30 people, all sporting events, and where deemed necessary by Administration.

Insurance and Indemnification - Unless stated otherwise users shall provide a certificate of insurance evidencing general liability coverage under an occurrence basis policy, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 or more in aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. There shall be no exclusions for contracted liability. Coverage must be written by a carrier that has and maintains a rating of "A-" or better according to A.M. Best Company.

The School Board of Clay County, Florida, shall be named as Certificate Holder and Additional Insured for claims arising out of any and all facility use under this policy. . All governmental users shall provide evidence of insurance or self-insurance to the limits set forth in F.S 768.28 except as prohibited by F.S. 768.28(18). All users shall agree to defend, indemnify, and hold harmless the School Board of Clay County, Florida, and its employees for any expense, cost, loss, damage claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants.

Outstanding Balances - Agencies or organizations with outstanding balances greater than 30 days shall not be permitted to lease facilities until the balance is reconciled. Past due notices will be mailed out and Schools will be notified of those groups that have not paid.

Corrected or Changed Invoices - Corrections, cancellations or changes for existing charges must be verified by the School's Facility Use contact person and sent via e-mail to Risk Management. Adjustments must be made for any event within 30 days of the occurrence.

Fees & Fee Waivers - School Groups requesting the use of their own facility will not be charged any fees. School Groups requesting the "Cross Use of Schools" will be charged the Personnel Costs when a school employee is required to work or hire additional staff to accommodate another school's use. School Related Groups requesting the use of a facility will be responsible to pay all required school personnel costs and utility fees when the use takes place outside the normal hours of operation.

Use Fees for Non-Profit Groups may be reduced or waived by the Site Administrator; however, items under Utility Fees and Personnel Costs cannot be waived or reduced. Rental Fees for For-Profit Groups may be reduced by the Site Administrator, but must be approved in advance by the Superintendent, his/her designee, or the Assistant Superintendent of Business Affairs; however, items under Utility Fees and Personnel Costs cannot be waived or reduced. Groups with other agreements with the School Board will follow the rules outlined in that agreement and may not be bound by these pricing rules (all other rules may apply).

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned participant, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and: (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X Participant/Parent Signature Printed Name Date

Name of each child for whom this Release applies:

Four horizontal lines for listing child names.