

School Board of Clay County

AGREEMENT FOR USE OF GROUNDS

The School Board of Clay County promotes school/community interaction and provides for the use of school grounds by outside agencies which comply with School Board Policy. By agreement with Clay County government school athletic fields and grounds, other than specialty sports fields at secondary schools, may be used by County affiliated athletic organizations. Organizations other than those which are affiliated with the county may utilize school grounds so long as such use does not interfere with use by the county affiliated athletic organizations. The School Board prohibits the use of school grounds 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 grounds during school hours except as a voting precinct or other appropriate county function. **School hours are defined by Board policy.**

Each building Principal or supervisor is given the authority **to control the time, place and manner of the use of school grounds by outside organizations and groups** and to schedule the use of school grounds and athletic fields (hereinafter "grounds") by outside agencies or organizations (hereinafter "requesting group(s)") in a manner which avoids time conflicts and undue abuse/overuse of the grounds and only during times when said grounds are not needed for use by any group or organization associated with Clay County schools. The Principal's authority may be overruled or superceded by the Superintendent of Schools when he/she deems it necessary. This agreement must be executed by the authorized representative of the requesting group and the school Principal or, for grounds 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 grounds**, the specific area(s) which are to be used, insurance information, names and titles of responsible parties, rental charges if applicable, and the specific hours, dates and length of the agreement.

Any group or organization which is allowed to use any part of the school grounds when students are physically present on the grounds 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. 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 Board 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 District representative. ~~Regardless of the existence or adequacy of insurance coverage, the requesting group agrees to indemnify, defend and hold harmless The School Board of Clay County, Florida, the School District and their principles, elected officials, agents, and employees from any liability for damages or awards of attorneys fees arising out of any lawsuit or claim of any kind or nature, regardless of the basis or theory of the cause of action, which claim or lawsuit arises out of the use of the School Board grounds by the requesting group or its volunteers, agents, attendees or employees. This indemnity agreement is to be construed to include any claim or lawsuit of any kind or nature whatsoever including, but not in any way limited to, liability for property damage or personal injury to any individual.~~

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 ~~re-execution or~~ extension of an agreement shall incorporate and reflect changes in School Board policy as to rental fees if applicable, 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 thirty (30) 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.

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 790.52. 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 the grounds while in use. Charges shall be assessed from the requesting group for any damages to the grounds. The grounds 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 grounds 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 Board District representative. Conditions set forth in the "Athletic Addendum" attached hereto are incorporated herein by reference. Failure to comply with the

conditions set forth in the Athletic Addendum shall constitute default by requesting group and shall result in immediate termination of this agreement by the School Board Representative

Requesting Agency/Organization: _____

Agency/Organization Officer/responsible party: _____

Address _____ Phone Number _____

Activity _____ Attendance _____ Location _____

Date/Time/Duration and Term of Activity _____

Activity Sponsor/Coach: _____

Requesting Group Representative / Date

School Board Representative / Date

NOTE: A COPY OF THE EXECUTED AGREEMENT AND INSURANCE CERTIFICATES MUST BE PROVIDED TO ASST. SUPERINTENDENT OF BUSINESS AFFAIRS PRIOR TO THE COMMENCEMENT OF THE PERMITTED ACTIVITY.

Athletic Addendum

Pursuant to a joint meeting between the Clay County School District, several areas of understanding have been mutually agreed to. These areas include:

- Associations will be responsible for the up-keep and maintenance of any fields that are utilized. Associations are responsible for keeping fields in playing condition. Any damage to school district property will be subject to immediate reimbursement by the association, to the school district, and could result in the association's expulsion from the grounds.
- Associations are responsible for keeping its members and players out of areas that have been defined as off limits. **NO VEHICULAR TRAFFIC WILL BE PERMITTED ON THE GROUNDS.** All members of the association will park vehicles in the school's designated parking areas.

- Associations are responsible for honoring the “no-use” period scheduled by the school district for its facilities and fields. The “no-use” period will be the entire month of April. This time will allow for rest and recovery to the district’s fields.
- Associations are encouraged to establish a maximum number of players and coaches on a field at any given time. Overuse of the facility will not be tolerated and may be grounds for expulsion from premises.
- Associations are responsible for cleaning up and policing themselves while on district property. Association’s acknowledge responsibility for all activities and actions that take place while on district’s property.
- Associations understand the priority of the athletic fields is to serve the district’s students and staff.
- No “Soft-Toss” or “Batting Practice” shall take place against the fences on district property. Any damage sustained to fencing shall be subject to reimbursement by the association to the school district and immediate expulsion from property.