

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 5.02(C)(5)(b).**

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 The Principal's authority may be ~~overridden~~ **overruled and superceded** by the Superintendent of Schools when he/she deems it necessary.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 ~~Board~~ **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 ground 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 to 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 Board 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. ~~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 attorney's fees arising out of any lawsuit or claim of any kind or nature whatsoever, regardless of the basis or theory of the cause of action, which claim arises out of the use of the School Board facilities 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, 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 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 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 Board District representative.

Requesting Agency/Organization: _____

Agency/Organization Officer/responsible party: _____

Address _____ Phone Number: _____

Type Activity: _____ Special equipment used: _____

Date(s): _____ Start Time: _____ End Time: _____ Attendance: _____

Type facility needed: _____ Location: _____ Rental Fee: _____

Contract Start date: _____ Contract End Date: _____

Requesting Group Representative / Date

School Board Representative / Date

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