Charlotte County Public Schools

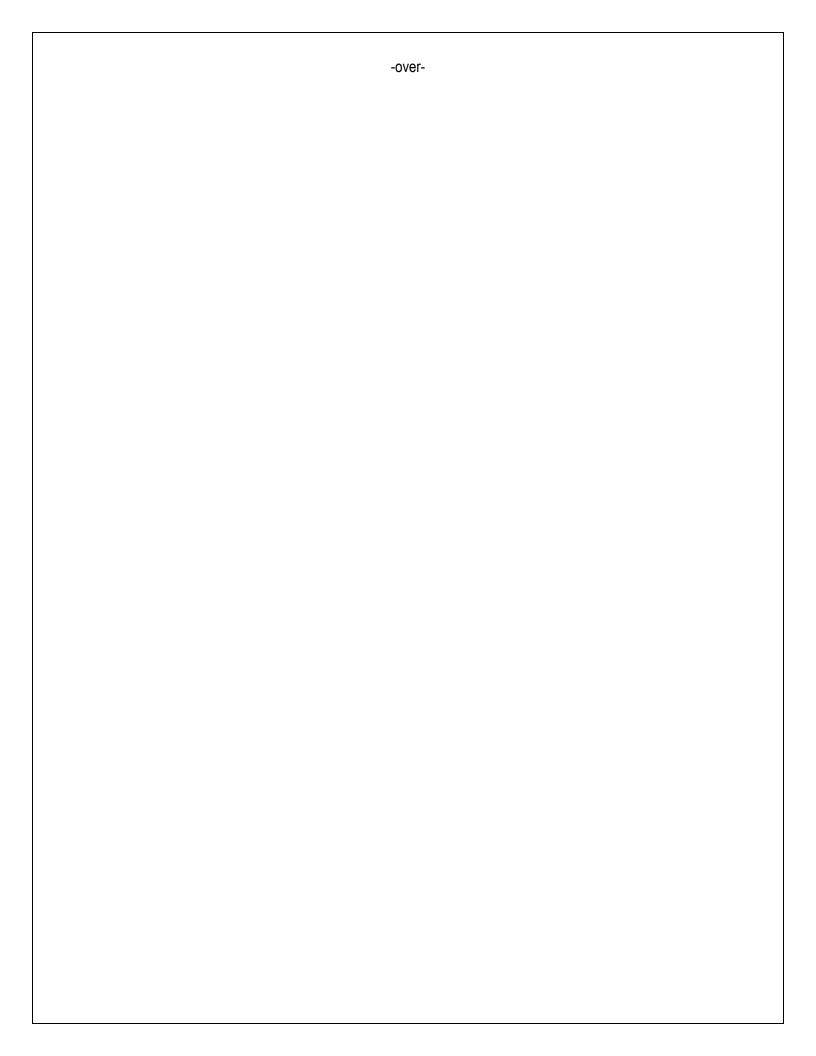
Application for Facility Use and Indemnification Agreement

	Today's Da	ate:				
Name of Group	:					
	:					
Phone Number: FAX N			_ FAX Nun	mber:		
Name of facility	requested:					
Dates and Time	of Rental/Use:					
Number of:	Participants Expected Group's Staff (to superv	vise participants)			Security	
Spectators:	Yes □No Estimate	number of specta	ators			
Will the following	g facilities be needed?					
Concession						
☐ Bleachers						
☐ Cafeteria Ta						
☐ Library Tab						
	•	m (\$25.00 per ho	our for trained	school staff to run	sound and light system)	
	= -					
·	· ·					
	t specialty tables, chair ithout disruption to edu				ings listed above, which	
Poquired Dave	nonte		-			
Required Payn Rental Rate:	ients		Other Char	ges:		
Payment due or	or before:					

All payments for facilities use will be paid to Charlotte County Public Schools and sent to Charlotte County School Board Office, P. O. Box 790, Charlotte Court House, VA 23923. Attn: Facilities Use

^{* &}quot;Application for Facility Use and Indemnification Agreement" must be submitted to Superintendent/Designee for approval before confirming "reserved" status.

^{**} Regulations governing Use of School Facilities must be provided to each party who requests use of facilities.



Application for Facility Use and Indemnification Agreement ...Continued

In consideration of Charlotte County Public Schools (the School	ols) entering this <i>Facility Agreement</i> 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 <i>User Group</i> 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 <i>the Schools</i> . Said insurance company will without any cost or expanse to <i>the Schools</i> , issue a certificate to <i>the Schools</i> naming them as an Additional Insured. Said Certificate of Insurance shall be delivered to <i>the Schools</i> at least one week prior to the use of the premises by the <i>User Group</i> . In addition, said insurance company will agree to give notification to <i>the Schools</i> of any revocation and/or cancellation at least seventy-two (72) hours before said revocation becomes effective.						
It is further agreed that <i>the Schools</i> 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 and to pay all required fees for facility use.						
User Group:						
Group Representative: (print)						
Representative Signature:	Date:					
Representative Title:						
Principal Signature Date	Superintendent/Designee Signature Date					
☐ Recommended ☐ Not Recommended	☐ Approved ☐ Disapproved					
Copy: Principal; Service Solutions; Maintenance Supervisor; Finance Director; Food Service Department						

Charlotte County Public Schools Regulations Governing Use of School Facilities

A. Use of School Facilities:

Organized community groups 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 assistant superintendent and the applicant meets the following requirements:

- 1. The User Group shall provide all materials necessary for the preparation of the facilities for the intended event.
- 2. The User Group shall be responsible for maintaining proper supervision and safety of crowds, including providing the necessary police protection.
- 3. The User Group assumes responsibility for enforcing the School Board policy that prohibits possession or use of drugs or alcohol on School property.
- 4. The User Group accepts all liability for any accident, personal injury, property damage or theft that occurs during the User Group's contracted period.
- 5. The User Group agrees to abide by the rules and regulations as set forth in this application.
- 6. 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. <u>Alterations or substantial rearrangement of facilities and equipment will not be permitted.</u>
- 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

The following base fees are required for <u>each</u> 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.

<u>Facilities</u>	Fees
Eureka Elementary School	\$ 125.00
Central Middle School	\$ 175.00
Bacon District Elementary School	\$ 125.00
Phenix Elementary School	\$ 125.00
Randolph-Henry High School	\$ 175.00
Randolph-Henry Athletic Field	\$ 100.00 night activity
Central Middle Athletic Field	\$ 100.00 night activity

D. Fee Requirements for Kitchen Use and Custodial Services

Note: Unless otherwise specified, kitchen and/or custodial fees are required of any group using a Charlotte County Public Schools facility, even if the Facility Use fee has been waived.

There will be a \$25.00 per hour per worker fee for kitchen and custodial services.

All fees for custodial services will be billed by **Service Solutions**. Payments can be made payable to **Service Solutions** C/O Charlotte County School Board Office, P. O. Box 790, Charlotte Court House, VA 23923.

All kitchen use fees will be billed by **CCPS Food Service**. Checks can be made payable to **CCPS Food Service** C/O Ms. Christine Powell, Charlotte County School Board Office, P. O. Box 790, Charlotte Court House, VA 23923.

Facility Use Form Revised 9/2014 Approved by School Board 1/25/2019