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## Facility Use Terms and Conditions Report

**TERMS REQUESTING USE**

**A. Rental Programs**

1. All requests for use of school facilities must be submitted on this form ten business days prior to use.
2. The principal of the school will determine if the facility is available on the date and time requested.
3. No facility may be considered reserved until written application has been approved.
4. Fees must be paid ten business days prior to use.
5. When a facility has been approved and scheduled it shall remain so except in the event of an extreme emergency, then all attempts shall be made to find another suitable location for the activity.

**GROUPS OR ACTIVITIES PROHIBITED**

**A.** Non-school outside organization(s), group(s), or individual(s) will not be granted use of school facilities which will in any way conflict with the regular functions of the schools.

**B.** Non-school organization(s), groups(s), or individual(s) will not be granted use of school facilities for the purpose of sponsoring dances.

**C.** Items of food and drink are to be sold or distributed on school premises only **WITH WRITTEN APPROVAL** of the principal.

**D.** Smoking is not permitted on school property.

**E.** Firearms/weapons, alcoholic beverages, and gambling are prohibited on school property.

**F.** User may not use the facility in any manner which is illegal, violates any ordinance, causes a nuisance, or unreasonably disturbs any neighboring property owner.

**HOURS OF USE**

Community use/non-school - the hours of facility use shall be normally restricted to the period from the close of the normal school day activities until 11:00 p.m. on weekdays and from 8:00 a.m. to 11:00 p.m. on Saturdays and Sundays. Hours may deviate from the above with special permission. The hours of use shall be specified in this Agreement.

**CARE OF FACILITIES**

**A.** Prior to the use of the facility, the custodian or a school representative together with the User representative, shall inspect the facility. After use, the custodian or school representative and User shall inspect the facility and note the condition. Damages not present prior to use shall be reported in writing to the principal and community schools director.

**B.** The User must have a responsible representative on hand at all times when school facilities are being used. This person will be responsible for assuring User's adherence to School Board regulations.

**C.** The User must have the facility, or area used, restored to its original state of cleanliness before departing the area on the day of use.

**FEES**

User shall pay the fees and charges listed above ten days in advance of using the facility. User shall also pay the reasonable cost of all consumed materials or supplies used which are not included in the charges listed above within 30 days of receiving a written itemization of such charges. User shall not use or consume any materials or supplies owned by the Pender County Board of Education without the prior written approval of the Principal or as otherwise specified in this Agreement.

**CUSTODIAL/TECHNICAL SERVICES**

Custodial and/or technical services may be required. When custodial and/or technical services are provided by the School Board, the User will be charged the necessary cost.

**SUPERVISION AND SECURITY**

User shall provide adequate supervision and security when school facilities are in use. The School Board is not responsible for supervising User's activities or providing security. The School Board may require User to provide security at User's expense, in the amount and type specified by the School Board and may terminate this Agreement at any time if the School Board or the Superintendent of the Pender County Schools believes that public safety or the safety of property is in jeopardy.

**INDEMNITY**

User shall indemnify, defend, and save harmless the Pender County Board of Education (hereinafter "School Board") its Board members, employees and agents from and against all liability, loss, cost, claim, damages, expense, judgments and/or awards, including reasonable attorney's fees, which may be imposed upon, incurred by or asserted against them, or any of them, arising out of User's use of said facilities. If requested by School Board, User shall provide Commercial General Liability or other liability coverage with a combined single limit of at least \$1,000,000 of coverage per occurrence and at least \$5,000 in medical payment coverage, in form and from a licensed insurer acceptable to School Board, with School Board named an additional insured for such liability coverage. School Board may apply any deposit made by User to cover or partially cover User's obligations under this paragraph.

**DAMAGE TO FACILITY**

User shall be responsible to School Board for all damage to the facility and damage to or theft of all equipment and supplies contained in any building which is part of the facility, which occurs during User's hours of use. School Board may apply any deposit made by User to cover or partially cover User's obligations under this paragraph.

**RIGHT TO DENY USE**

The School Board reserves the right to deny the use of a facility to any person or organization at any time and is the final authority on the interpretation and modification of the policy on public use of school facilities. In particular, the School Board reserves the right to deny the privilege of continued use of facilities to anyone who does not comply with all School Board Regulations and Policies.

**ENTIRE AGREEMENT**