



**Person County Schools
Rental Agreement for Use of School Facilities
2019-2020**

(Pursuant to PCS Board of Education Policy 5030 - Community Use of Facilities)

Request is hereby made by _____ (“Lessee”) for the use of _____ (school)
 Dates: _____ Times: _____ Total # Hours of Use: _____
 Lessee Address, City, State, Zip: _____ Phone #: _____
 Purpose/Event for which Rental is Requested: _____
 Number of Attendees Expected: _____ Fee/Admission Charged? _____

TERMS OF THE AGREEMENT FOR USE OF THE FACILITY:

1. FEES

	RATES	(To be completed by Finance Officer)	Items Requested	Areas Requested
Deposit	\$100 (refundable, if no damages incurred and cancelation is made within 48 hours)			Auditorium <input type="checkbox"/>
Use of Facility	\$40 per hour with a three (3) hour minimum paid to Person County Schools			Athletic Field <input type="checkbox"/>
Custodian Child Nutrition Worker (for school groups only)	\$33 per hour paid to Person County Schools (this includes required matching benefits, employee receives double time pay)			Dining Area <input type="checkbox"/> Kitchen <input type="checkbox"/> (school groups only)
Other	Two Security Officers - \$20 per hour each paid directly to the officer; Exterior Lighting on Fields and Tracks - \$20 per hour paid to Person County Schools			Designated Classrooms _____ _____ _____
Gym Set-Up/Breakdown Service	Person High School \$100 Other Schools \$50		Tables <input type="checkbox"/> Chairs <input type="checkbox"/> Rubber Mats <input type="checkbox"/>	Gym <input type="checkbox"/> Media Ctr. <input type="checkbox"/> Playground <input type="checkbox"/>
	Total User Fee:			

2. PAYMENT

Full payment is due to the Person County Schools one week prior to the date of the rental.

3. INDEMNITY

The Lessee agrees to indemnify, save and hold harmless the Person County Schools Board of Education and all its officers, employees, and agents, individually and collectively, for any and all claims, demands, suits, causes of action, or judgments (including defense and other costs) any person had, now has, or may have in the future arising out of the Lessee’s use and/or occupancy of the leased premises, including any and all incidences and occurrences which causes bodily injury, property damage, or death. Person County Schools assumes no liability for personal injury suffered by reason of the use of such school property pursuant to this agreement.

5. DAMAGES AND LIABILITY INSURANCE

One week prior to the date of the event, all user groups, except school-sponsored groups, must furnish a certificate of insurance for general liability coverage with a total limit coverage of \$1,000,000 for each claim made and provide the Board with a Certificate of Insurance naming the Person County Board of Education as an Additional Insured. This is required by Board Policy and supported by both the Insurance Agent and School Attorney.

6. ORDERLY USE

The Lessee agrees that the Lessee and its employees, agents, volunteers, invitees, and guests will comply with all directives of the school staff and policies of the school, Person County Schools Board of Education, and all laws of the state of North Carolina.

7. NO TRANSFER, ASSIGNMENT OR SUBLEASE

The Lessee may not transfer or assign this agreement or sublet any part of said premises without the express written consent of the Person County Schools.

8. VIOLATION OF AGREEMENT

If the Lessee violates any of the covenants of this agreement, the Superintendent of the Person County Schools or his/her designee or the school principal, may, without notice to the Lessee, terminate the agreement and retake possession of the premises.

9. ALTERATIONS/EQUIPMENT

No alterations are to be made to school property without the written consent of the school principal. Rental of facilities does not include use of school equipment.

10. CONFIRMATION OF AGREEMENT

The agreement is not in force until signed by the Lessee, accepted and signed by the school principal and the Person County Schools finance officer, and the amount designated as **“Total User Fee”** has been received by the school. The Lessee and the finance officer shall retain fully executed copies of this document.

11. CANCELLATION

This agreement may be cancelled by the Superintendent of Person County Schools or his/her designee or the school principal at their discretion. In the event of an emergency, the school principal may use his/her discretion for cancellation of events. If the school is closed due to weather, emergency, etc., all events and rentals are canceled until the schools are officially reopened. If the lessee needs to cancel, the school principal must be notified within 48 hours. If we do not receive notification within 48 hours, the deposit will not be refunded.

12. REMOVAL OF PROPERTY

The Lessee is responsible for the removal of all supplies and materials used in conjunction with the event immediately upon its conclusion. Those items not removed within 24 hours after the event date shall be disposed of by the school at the expense of the Lessee. The school shall assume no responsibility for these items before, during, or after the event.

13. PAYMENT FOR DAMAGES

The Lessee agrees to pay costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the rented space or other parts of the campus affected by the event at a condition equal to that prior to the event. A \$100 deposit will be charged. Upon completion of the event the deposit will be refunded if no damages were incurred.

14. ADDITIONAL REGULATIONS AND CONDITIONS OF USE

Person County Schools reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the school, and such regulations shall be binding upon the Lessee.

15. CONTROL OF FACILITY AND RIGHT OF ENTRY

In renting the identified facilities to the Lessee, it is understood that the Person County Schools does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations. Duly authorized representatives of the Person County Schools may enter the premises without any restriction whatsoever.

17. HOLIDAYS

We will no longer accept facility agreements during holidays.

I have read all information in the Person County Schools Facility Rental Manual and do hereby agree to:

- **Abide by the procedures as outlined in the Facility Rental Manual concerning the processing of this application, including but not limited to the payment of regular fees and additional costs, the care of the facility, and the conduct of participants.**
- **Assume all liability for injury, loss, or any manner of accident which is suffered by anyone in attendance at the event, as outlined in Person County Schools Board of Education Policy Code: 5030 Community Use of Facilities and I understand that Person County Schools assumes no liability for the same.**

Organization/Lessee Name

Received and Accepted By:
Person County Schools

Authorized Representative Name and Title

Principal Signature Date Cell Number

Signature

Custodian/Employee Signature Date Cell Number

Date

Athletic Director Signature Date

Chief Operations Officer Signature Date