



## New Hanover County Board of Education Facility Use Standard Terms and Conditions

1. School facilities are provided on an "as is" basis.
2. The Lessee shall be responsible for returning the School Board's property in as good a condition as it was before use. Special care will be taken in order that the playing floors in gymnasiums are not damaged. Gymnasium floors must be protected with certified gymnasium floor covering approved by the Superintendent or designee for all activities where chairs, excessive foot traffic and other equipment or apparatus is used. The decision of the School Board's Facility Use Coordinator is final in this regard. All gymnasiums do not have protective floor coverings. See schedule of fees for available locations and pricing. If gymnasium does not have available protective floor covering, it is the responsibility of the Lessee to acquire the protective floor covering, if required. Charges will be assessed to Lessee for damages incurred during use of the premises. Failure to reimburse damages will result in School Board denying future use of facilities and pursuit of potential legal remedies.
3. New Hanover Board of Education (herein "School Board") provides no equipment, storage space, supplies or materials.
4. Access to the School Board's computers, servers and systems is prohibited to Lessee.
5. Any damages to buildings or premises caused by Lessee or its agents, or caused during the Lessee's use of said buildings or premises will be the responsibility of the Lessee and the Lessee will be liable to the School Board for reimbursement for the damages within thirty days from said loss.
6. To the maximum extent permitted by law, the Lessee shall indemnify, defend and save harmless the School Board, its members, employees, and agents from and against all liability, loss, cost, claim, damages, expense, judgments, and awards, including reasonable attorney's fees, which may be imposed upon, incurred by or asserted against the School Board, its members, employees and/or agents, arising from Lessee's use of said premises.
7. For the protection of life and proper preservation and care of School Board's property, no smoking or use of tobacco products of any kind, no open flames, or use of alcoholic beverages or illegal drugs will be allowed on School Board premises or property.
8. Lessee will cooperate fully at all times with the Board's Superintendent of Schools, (hereinafter "Superintendent") or designee, the fire and police departments, and their designated agents or employees. Once an applicant has signed a contract to use any school building or property, the contract may be revoked by the Superintendent or designee at any time prior to or during the use by applicant of the said premises if, in the opinion of the Superintendent or designee, the health, safety, or the welfare of persons or the proper preservation and care of the School Board's buildings or property is threatened or jeopardized. If reasonably feasible, prior to revoking the contract under this paragraph 8, the Superintendent or designee shall provide reasonable written notice to Lessee of the dangerous conditions and allow Lessee a reasonable time to eliminate the dangerous conditions. If revoked under this paragraph 8, Lessee shall be entitled to no damages or compensation other than a refund of any applicable use fee paid by Lessee to School Board. Special permits required by applicable governmental agencies are the responsibility of the Lessee and must be presented with the signed contract.
9. All School Board Policies found at [www.nhcs.net](http://www.nhcs.net) are agreed upon by the Lessee seeking to use the School Board's buildings or property as a condition prior to the use of such buildings or property, including but not limited to Policy 4500. Policies of the School Board regarding the behavior of students or persons on school premises during school hours shall apply to students and persons using such premises after school hours.

10. The Superintendent or designee shall have the right to revoke the contract and deny the use of the facility by Lessee if an emergency arises and the facility is needed for public shelter. In such case Lessee shall be entitled to no damages or compensation other than a refund of any applicable fee paid by Lessee to School Board.
11. If the Lessee deems it necessary to cancel, a seven business day notice prior to the usage date must be submitted in writing and given to the Facility Use Coordinator.
12. No School Board property or facility shall be used by a Lessee beyond twelve o'clock midnight without the prior approval of the Superintendent or designee. The event setup, cleanup, and breakdown are to be completed within the contracted time frame. Events must conclude by 11:00 pm, with cleanup beginning immediately afterwards.
13. No modifications, improvements or alterations may be made to School Board's property without prior written approval of Superintendent or designee; nor shall such items as nails, pins, or other defacing devices be inserted in the floor, walls, stage curtains, etc. Any specific needs must be discussed and approved by the Superintendent or designee prior to the event. Additional fees may be required.
14. Fire alarms must not be turned to a silence mode or cut off from their power source except under the following conditions:
  - A room or section may be turned off only under the supervision of a representative of the School Board's Maintenance Department. Notification must be given to the Chief of Fire Prevention of the fire department at least 24 hours in advance.
  - If the system is turned off protecting a section or room, the area involved must be monitored hourly and a fire log must be maintained reflecting those hourly observations.
15. The School Board holds the Lessee solely responsible for the maintenance of law and order and the safety of persons present on the premises during Lessee's use of the premises.
16. The Lessee shall abide by all federal, state, and local laws, ordinances, or regulations and shall secure any and all necessary permits for the type of use anticipated, at no cost to School Board (example: Place of Assembly Permit).
17. Groups using School Board facilities are required to have a custodian or School Board representative on duty at all times. The custodian or School Board representative will be retained at a rate that is indicated on the fee schedule. This custodial fee will be paid by Lessee prior to use of the facility along with the user fee. The custodian and/or School Board representative shall be available to assist the Lessee.
18. If Lessee uses the kitchen facilities of a cafeteria, the applicable school site's cafeteria manager or someone from the cafeteria staff who is approved by the School Board's Director of Child Nutrition, on duty at all times. Only Child Nutrition personnel are allowed in the kitchen. The kitchen will remain locked unless contracted for use and Child Nutrition personnel are present. This person will be retained at a rate that is indicated on the fee schedule and the fee will be paid by Lessee prior to use of the facility along with other additional fees as indicated on the fee schedule. This supervisor shall be available to assist the Lessee.
19. Based upon type of event, additional custodial and or set up and break down fees may be required.
20. At a minimum of 30 days in advance the contract and the fee payment must be completed and in the hands of the Facility Use Coordinator in order to confirm the reservation for use of the facility.

21. No more than 48 hours prior to the rental of the facility, the Lessee will contact the applicable site representative to arrange for a meeting to discuss their event, view the space and note any deficiencies. After use, School Board representative and Lessee representative shall inspect the facility and note the conditions. Damages shall be reported in writing to the site representative and the Lessee. A copy of this report is to be sent to the Facility Use office. If needed, an invoice will be sent to Lessee for any damages.
22. The Lessee agrees to have an adult representative on hand at all times when School Board's facilities are being used. Such person shall ensure that all School Board policies and regulations and all other laws, regulations and ordinances are adhered to. The Lessee's adult representative must have a working cell phone while on site and a cell number must be provided to the Facility Use Coordinator 30 days in advance.
23. The adult Lessee representative will cooperate fully at all times with Superintendent or designee and all children must be properly supervised by the Lessee.
24. The contract is finalized when signed by Lessee and Superintendent or designee.
25. The Lessee shall obtain Commercial General Liability Insurance covering claims arising out of its use of the premises. Lessee shall provide to School Board, a certificate from an insurance company licensed to do business in North Carolina naming the School Board as an additional insured with a corresponding endorsement to the policy, if necessary, to provide such coverage, with liability limits of a minimum of \$1,000,000 per person per occurrence and \$2,000,000 in the aggregate. Such certificate must be presented to the Facility Use Coordinator 30 days in advance of the event. Upon request, Lessee shall also provide to the Facility Use Coordinator a copy of the applicable insurance policy or policies along with all endorsements. Such insurer must have a financial rating of at least "A" from A.M. Best or comparable rating. Such insurance must include contractual liability and must be written on an occurrence basis.
26. The Superintendent or designee has the right to require the Lessee to provide adequate security for the protection of persons and property, at the sole expense of Lessee and the right to determine the type and amount of security required (i.e. public or private). Private security will be licensed and bonded in a manner and in amounts reasonably acceptable to School Board. The Superintendent or designee, may require Lessee to provide, at Lessee's sole expense, a professional security assessment and recommendation regarding public security for the event(s) planned by Lessee on the premises, prior to Lessee's use of the premises. Lessee agrees to provide, at its sole expense, all security recommended in such public and/ or private assessment(s) and recommendation(s), in addition to any other security required by this contract.
27. The Lessee shall be responsible for making arrangements with the fire department to hire the number of fire inspectors required by New Hanover County fire regulations. It shall be the responsibility of the Lessee to pay the Wilmington Fire Department for these services if required, in advance of the use of the premises.
28. All concessions, unless specifically stated otherwise by the School Board, shall be vested in each school site where programs or activities are held. No food or beverages shall be allowed in the facility without the consent of the school site representative.
29. Reciprocal agreements must be on file with School Board for entities that provide services for School Board to receive a reduction in fees. The Superintendent or designee are the only individuals authorized to modify fees.
30. Posted occupancy limits shall not be exceeded.