

REGULATIONS FOR FACILITY USE:

1. The Lessee shall comply with the regulations of the Lessor as outlined below, as well as all federal, state and local laws, all rules established by the Board of Education and the requirements of the American With Disabilities Act (ADA) (particularly Subchapter III pertaining to Public Accommodations and Services Operated by Private Entities) and the federal regulations that have been adopted for the implementation of the ADA. In the event that the Lessee shall violate any of the regulations referred to herein, the Agreement shall terminate and the Lessee shall vacate the facility immediately. **Davie County Board of Education Community Use of Facilities Policy Code 5030 available at www.davie.k12.nc.us**
2. Any abuse to property will result in cancellation of said Agreement. Failure to comply with the regulations in this Agreement will result in cancellation of said Agreement, unless a supervisor may be assigned to oversee activities with a charge to be paid by the Lessee.
3. Either party may cancel this Agreement by giving notice of cancellation to the other party 24 hours prior to agreed date. School use takes priority over a community use, which will need to be rescheduled if a conflict should arise. Scheduling changes may be handled through the facility's Community Schools Coordinator. Facilities are closed on days marked as a holiday on the Davie County Schools' calendar. Facilities may or may not be available during holiday weekends, depending on the availability of a Community Schools Coordinator. Inside facilities are normally not leased during the summer. If school is closed due to inclement weather, the lease is cancelled for that date and may be rescheduled, if applicable.
4. The Lessee shall indemnify and hold harmless the Lessor for any claim or claims or injury to person or property arising out of and in connection with the use of the facilities and/or equipment herein above referred to by the Lessee. This indemnification shall include reimbursement to the Lessor for all reasonable costs, including attorneys' fees and costs of defense, arising out of the said claim. This indemnification shall include any claims that may arise during use of the facility and/or equipment.
5. The Lessee may be required to furnish a certificate of insurance for general liability coverage with a total limit coverage of at least \$1,000,000 for each claim made, which should name the Lessor as an additional insured based on the intended use and foreseeable risk of injury to people or property.
6. The lessee is liable for any sales and use tax on admission charges to an entertainment activity subject to tax per N.C. Gen. Stat. § 105-164.4(a)(10).
7. Total fees shall be paid by the Lessee at the time the Agreement is approved and prior to use, unless otherwise noted.
 - a. **Actual use exceeding the time requested may result in additional fees that will be billed and payable after the event.**
 - b. **If applicable, the lessee will be billed after the event by DCS for labor charges and therefore the lessee shall not pay the DCS employee directly.**
8. **NO WEAPONS, EXPLOSIVES, ILLEGAL DRUGS, ALCOHOL OR TOBACCO USE ON SCHOOL PROPERTY.**
9. **NO OPEN FLAMES (candles, fire pits, bon fires, etc.) permitted by Lessee.**
10. **NO BOUNCEY HOUSES are permitted, but other inflatables are acceptable only if provided by a certified vendor that provides appropriate inspection documentation. The documentation will need to be supplied to [Lindsay Baltes](#).**
11. The Lessee agrees to maintain order and safety with reasonable and prudent discipline and crowd control. The Lessee is responsible for the conduct of all persons involved in the Lessee's activities while on school property.
 - a. **Please be sure to contain people to designated area. Responsible adults should be assigned to be in charge of maintaining crowd control and security. Middle school football and basketball games should have 2 acting AD's, 1 acting administrator, 1 acting security guard with students waiting in cafeteria with 2 ticket takers. Baseball/softball should have 1 acting AD, coach and ticket taker. Choral, etc. should have 2 acting administrators.**

- b. **Security should be arranged by lessee at the rate of one security guard present for every 200-500 people expected. Example: One guard would be required when expecting 200-500 people, with two guards needed for 500-1,000 people expected.**
 - c. **Supervision and/or custodial services may be secured for additional fees.**
12. The Lessee will confine his activity and people participating in the activity to and only to leased area of facility and all other areas of said facility will be deemed off limits.
 13. The Lessee agrees to be held financially responsible for any and all said leased school facility and equipment should said facility and equipment be damaged and/or destroyed during use, regardless of who caused the damage. The Lessee is to inform the Lessor of any problems that occur during use.
 14. The Lessee will dispose of any trash accumulated during use of facility. Proper disposal of trash is required.
 15. The Lessee will secure said facility after the completion of activity by turning off all lights and locking doors, unless otherwise instructed.