

## **Use of Facilities Terms and Conditions**

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This is to certify that I and the group that I represent, will comply with the requirements of the School Board as explained to me and to accept any liabilities of any damages to the facilities caused by the person or persons involved in this activity and to hold the school board harmless from any and all liabilities resulting from the use of the facility. I will notify the office immediately in writing of any changes to the agreement. The requesting organization will provide Liability Insurance adding the School District as an additional insured or will purchase from the School Board the facilities use insurance coverage as set forth in the School Board Policy #320. As a responsible individual from this group, I have been furnished with the scope of coverage required by Flagler County Schools.

By submitting your request regarding the Use of Facility for your Organization and the Flagler County School District, we will consent to the following: The Organization will do the necessary background checks for all its members while using these facilities which are dedicated to the Flagler County School District. All parties using these facilities will inform all involved parties of the activities, in writing that their Organization is not anyway affiliated with the Flagler County School District. All Insurance Liabilities are current and meet School Board Policy and are filed with the Use of Facility Coordinator in the District Office. Any questions or concerns please call the District Office at (386) 586-5192 Ext. 1127 Use of Facility reserves the right to move small churches or groups from the large specialty rooms to smaller rooms in order to accommodate larger groups.

### **Disclaimer for Non School Organizations**

Except for school based organizations, all organizations using school facilities must make it known that neither the School Board nor the administration has endorsed the users' activities. Any advertisement or circular must obtain language to that effect. The suggested disclaimer is:

“Flagler County Schools do not specifically endorse or support the program or individuals”

### **Hold and Harmless Statement**

The Representative of the Organization submitting this request covenants and agrees at all times to save, hold and keep harmless the School Board of Flagler County and indemnify it against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liabilities of every kind and nature whatsoever in connection with any injury to or death of any person or damaged property due to or arising out of the demised premises, or any part thereof, or from the use of the premise anyone occupying or using the same, or arising out of any activity of the User or due to the installation, operation or maintenance by the User of any fixtures or equipment in or upon the demised premises or which may be incurred by reason of any default or failure of the User to comply in any respect with the provisions of this Agreement.

By submitting your request you agree to all Terms and Conditions.