

Cherokee County School District Facility Use Special Lease Agreement

School/Facility: _____ Name of Requesting Group: _____

Responsible Person/Contact: _____ Phone: _____

All facility users must complete the Facility Use Application/Agreement. In addition to the completion of a Facility Use Application/Agreement, all lessees of School District facilities are required to submit, prior to use of a facility, a Facility Use Special Lease Agreement that must be signed by the principal or work location supervisor and submitted for recommendation to the Superintendent of Schools and approval by the Board of Education at least 30 working days prior to the activity or event date.

Lessees include the following users of facilities:

- For-profit summer camps, summer recreational leagues and/or any activities where Cherokee County School District employees are compensated,
- Or**
- Users applying for extended use of school facilities when rental fees apply. Extended use is defined as an event involving four or more consecutive days or for recurring activities.

Under the Special Lease Agreement, the following provisions apply:

1. The Special Lease Agreement is a supplement to the Facility Use Application/Agreement. The user hereby agrees to follow all provisions contained in Cherokee County School District Board Policy, Use of School Facilities, Descriptor Code: KG, and as outlined in the Facility Use Application/Agreement and the Special Lease Agreement.
2. The User fee will be the lesser of 10% of the total revenues, or the rental fee as per the Cherokee County School District Community Use of System Facilities Policy KG. A copy of an estimated budget must be attached to this document.
3. Fees for single use and multiple day use must be paid in full when the lease is signed. Multiple month lease events charged rent will be required to pay an advance deposit of \$2,000 when the lease paperwork is signed. All multiple month lease events will make equal monthly payments, which are stated on the fee worksheet. Payments will be due on the first day of each month. All funds received from the planned event must be deposited and have a receipt through the school's account.
4. Cherokee County School District employees shall be compensated for work done in this regard through the Cherokee County School District, Payroll Department, from fees collected as a result of the planned event.
5. The lessee must obtain from each participant a liability waiver releasing the Cherokee County School District, its employees, and agents from any and all liability associated with use of School District facilities.
6. For participants in athletic and/or camp related events, users of School District Facilities are required to maintain insurance information on participants to include the following:
 - a. Parent/guardian agrees to cover athlete under personal health and/or accident insurance policy and provides proof of insurance (copy of current insurance card)
 - Or**
 - b. The user will require each participant to purchase accident insurance that will provide insurance coverage during the event(s).

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7. The event must not exceed a 15:1 participant/supervisor ratio.
Estimated number of participants: _____
Estimated number of supervisors: _____
8. Describe the objective/purpose of and type of activity, or event (attach an agenda):

9. Lessee accepts the building or grounds in good order and repair and agrees to return it to the Lessor in the same condition (normal wear expected). The Lessee agrees to reimburse to Lessor any expenses the Lessor incurs in returning the facility to its condition prior to the lease.
10. No portions of the building or grounds shall be leased or let out by Lessee without the consent in writing of the Lessor. The Lessee agrees to use the facility for only those stated purposes expressed herein. Lessee shall not use facility for any other purposes or to conduct any illegal operation. The Lessee is only allowed access to those areas of the facility as specified in this Agreement.
11. Lessee represents and warrants that Lessee possesses the necessary skill and training to accomplish the purpose of this Agreement as set out herein. Lessee will not expose the public or users of the facility to any damages or risk that are not inherent within their proposed Facility Use.
12. Lessee acknowledges that this Agreement is merely a lease hold and in no way shall be construed as a joint venture or enterprise between Lessee, Facility User or the School District.

The terms of this Lease shall be: _____ days/months/years. The Lease contemplates the use of _____ Facility, including the following areas: _____. No other facilities may be used by Lessee under this agreement.

By: _____
Group Representative Signature Title Date

Submitted By: _____
Principal or Workplace Supervisor Signature Date

Approved in Open Board Meeting on: _____
Date

By: _____
Cherokee County School District
Board of Education Chairman