

Facility Use Agreement



Hendry County School Board

THE SCHOOL DISTRICT OF HENDRY COUNTY
FACILITY USAGE AGREEMENT

Organization: _____ Contact's Email: _____ Primary

Contact: _____ Phone: _____ Sales Tax Exemption

Number (if applicable): _____

School/Bldg : _____ Expected # of Attendees: _____

Date (s) of use:

_____ Description of

Reoccurring?

Activity:

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#1 – Facility Being used _____ # of hours USAGE FEE: _____ #2 – Facility

Being used _____ # of hours USAGE FEE: _____

Example: Media Center \$75.00 X 3 hours = \$225.00 + (custodial fees) \$42.00 x 3 hours = \$125.00
TOTAL \$225.00+ \$125.00 =\$350.00

ALL USAGES REQUIRE A THREE (3) HOUR MINIMUM CHARGE, Custodial Fee (\$42/Hour)
WITH ADDITIONAL HOURS CHARGED AT THE SPECIFIC HOURLY
RATE, SUBJECT TO DAILY MAXIMUM RATE OF EIGHT (8) HOURS.

Use of District/school equipment requested? If yes, please specify what equipment:

Fees & Insurance:

- Facility Use Fee
- Facility Use Insurance
- Equipment Use Fees (if applicable)
- Sales Tax (unless exempt)
- Custodial Fees

Total charge for rental: _____

The above usage fee is required and due to the District TWO (2) WEEKS PRIOR TO THE DATE OF THE EVENT. Make check payable to: "HENDRY COUNTY SCHOOL BOARD"

Security personnel may be required at the user's expense depending on the type of event and or the number of participants. Security Personnel Required _____

Insurance must be provided by all users. A certificate of insurance clearly identifying the School Board of Hendry County as the additional insured, with minimum limits of liability insurance of \$1,000,000 per occurrence and \$2,000,000 annual aggregate must be provided at least one week prior to the facility use. Additionally, a hold harmless agreement is required and must be provided to the District at least one week prior to the facility use.

The undersigned user is required to comply with all District usage guidelines and is financially responsible for missing items and/or damage to equipment and facilities resulting from the above usage.

In all circumstances, the District reserves the right to cancel a facility use within a reasonable time. In such instances, any user fee paid to the District will be refunded.

Signature of User: _____ Date: _____

Signature of Principal: _____ Date: _____

Signature of Superintendent/Designee: _____ Date: _____

*****For Office Use Only*****

PAYMENT RECEIVED IN DISTRICT OFFICE:

Date: _____ Receipt No. _____

**The School District of Hendry County
Request for Waiver/Reduction of Usage Fees
Facility Use Agreement**

According to School Board Policy, Use of Facilities, the Superintendent or designee is authorized to waive or reduce the fee when the organization using the facility will provide benefit to the Hendry County School District through or as a result of the activity conducted during use of the facility. The proposed event/activity will benefit the Hendry County School District by:

Therefore, I am requesting a waiver/reduction of the facility usage fee for the event/activity outlined on the attached Facility Use Agreement because I am a:

☐ Category A: Internal Organization (waiver requested)

☐ Category B: Other Governmental Agency (waiver requested) (Attach applicable interlocal agreement)

☐ Category C: Non-Profit - Participants Not charged fees (waiver requested) (Attach Non-Profit status form)

☐ Category D: Non-Profit – Participants are charged fees (reduction requested) (Attach Non-Profit status form)

I understand that any applicable custodial fees and/or special events insurance policy premiums must still be paid and are not subject to waiver or reduction.

Signature of User: _____

Name of User: _____

Name of Organization: _____

Non-Profit: ☐ YES ☐ NO FEI/EIN # _____

Cost to Participate in Activities: ☐ YES ☐ NO

Signature of Principal: _____ Date: _____

Name of School: _____

Name of Facility: _____

Support Request: ☐ YES ☐ NO

The requested waiver/reduction of facility usage fees is: ☐ Waived ☐ Reduced(50%) ☐ Denied

Signature of Superintendent or Designee _____ Date: _____

HOLD HARMLESS AGREEMENT

The School Board of Hendry County, Florida ("District") facilities user ("User") shall, in addition to any other obligation to indemnify the District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged harm arising from use of the District facilities, including:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the User, its agents, servants, invitees, and/or employees; or

B. violation of law, statute, ordinance, governmental administration order, rule or regulation by the User, its agents, servants, invitees, and/or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the User, except that there is no waiver of sovereign immunity under Section 768.28, Florida Statutes, for government users. Any costs or expenses, including attorney's fees, incurred by the District to enforce this hold harmless agreement shall be borne by the User. Nothing contained herein is intended nor shall be construed to waive the District's rights and immunities under the common law or Florida Statutes including, but not limited to, Section 768.28, Florida Statutes as amended from time to time.

User Representative (Print)

Title

User Representative (Sign)

Date

Hendry County School District

Facility Use Fees

STANDARD RATES

*Facilities must be used for at least 3 hours at a time

*Custodial Fees will be charged the same as usage hours

Type of Facility	Hourly Rate
Classroom	\$50
Auditorium	\$200
Band/Choral Room	\$75
Cafeteria w/o kitchen	\$100
School Gym	\$100
Media Center	\$75
Weight Room	\$100
Football/Track/Soccer no lights	\$100
Football/Track/Soccer w lights	\$100 + Electricity (\$75)
Baseball Field no lights	\$100
Baseball Field w lights	\$100 + Electricity (\$75)
Softball Field no lights	\$100
Softball field w lights	\$100 + Electricity (\$75)
Practice Field no lights	\$100
Practice Field w lights	\$100 + Electricity (\$75)
Basketball Court no lights	\$100
Basketball Court w lights	\$100 + Electricity (\$75)

Other Fees-

Custodial fees are \$42 per hour. They will be charged when:

- 1.) Custodians are required to work outside their normal duty hours; or
- 2.) The administrator determines that the custodians cannot fulfill their normal job assignments and also complete the services required for a particular facility use.

The school, as lessor, shall not charge lessee any hourly rate or fee other than provided on this rate schedule without authorization by the Superintendent or designee.

PURPOSE

The purpose of this procedure is to establish the rules, conditions, and fees under which District facilities including grounds are used.

PROHIBITED USES

- A. District facilities shall not be used for any use inconsistent with Board policy, administrative procedures, and State or Federal law.
- B. District facilities shall not be used for any activity which would damage school facilities or grounds beyond normal wear and tear or for any activity which would interfere with District activities or operations.

SCHEDULE OF FEES

The Superintendent or their designee shall develop and approve a schedule of fees for the use of District facilities, as set forth above. The Superintendent or their designee may adopt changes to the schedule of fees as appropriate. The schedule of fees shall consider costs associated with the use of District facilities such as, custodial services, energy consumption, maintenance and repair (particularly of athletic facilities). The schedule of fees shall be applied to the categories of users as follows:

ELIGIBLE USERS AND APPLICABLE FEES

A. Category A: Internal Organizations

- 1. District sponsored parent groups, such as the School Advisory Council (SAC) and parent/teacher organizations, such as the PTO, PTA, and Booster Clubs, HPSE.
- 2. Board, District schools, and administrative offices that may require use of a District facility for mission-related activities or functions.

Fees – Eligible for Fee Waiver

B. Category B: Other Governmental Agencies

- 1. Governmental agencies, such as local municipal, county, State, and Federal agencies.

2. Public meetings sponsored by governmental agencies.
3. State universities and colleges and community colleges.
4. Athletic, recreation, or other programs sponsored or supported by local governmental agencies.

Fees

1. No usage fee shall be charged to Category B users when reciprocal use agreements exist between the District and the user and when the value of the reciprocal use is approximately equal, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.
2. In the absence of reciprocal use agreements, or in the event that the value of the reciprocal use is not approximately equal, the Superintendent is authorized to negotiate and approve a fee that is acceptable to both parties.
3. No usage fee shall be charged for athletic, recreation, or other programs sponsored or supported by local governmental entities, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.

C. Category C: Non-Profits (Participants are NOT charged fees.)

Not-for-profit organizations qualified under State or Federal law, student groups and clubs that are not District sponsored and parent groups that are not District sponsored which meet all the following criteria:

1. they primarily serve District students of compulsory school attendance age;
2. their primary aim is the development of educational, athletic, social, and/or self-improvement skills;
3. they charge no fees other than normal membership dues and costs of any supplies and materials that the students may consume in the program/event;
4. the frequency of use of District facilities is no more than twice per week;
5. the organizers, supervisors, administrators and any other people involved with the event or program are unpaid volunteers, however, referees may be paid for sporting events and programs; and

Fees – Eligible for Fee Waiver, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.

D. Category D: Non-Profits (Participants are charged fees.)

1. Not-for-profit organizations qualified under State or Federal law which meet all of the following criteria:

- a. they primarily serve District students of compulsory school attendance age;
- b. their primary aim is the development of educational, athletic, social, and/or self-improvements skills;
- c. they provide after school or summer child care programs combined with academic or athletic development activities for District students or provide tutorial or other educational, cultural, or academic after-school programs for specific schools; and
- d. the Superintendent or Designee has approved granting the organization a preferred rate designation.

Fees – A preferred rate of one-half (1/2) the standard usage rates shall be charged in accordance with the schedule of fees, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.

Additionally, the maximum fee for a multi-day event will not exceed three thousand dollars (\$3,000). Multi-day events can last no longer than nine (9) months.

E. Category E: All Other Users

1. Any other organizations or groups, other student groups and clubs and parent groups that do not qualify as a Category C or D users.
2. Any Category B, C, or D user when:
 - a. conducting fund-raising events, and when less than 100% of the gross receipts are retained by or provided to the District or school; or,
 - b. performing certain fund-raising activities, such as:
 - 1) charging for admission, soliciting contributions for admission, or requiring any tangible thing of value to participate in the activity for which the facility is being requested; or,
 - 2) requiring any donation of money or other tangibles of monetary value; or,
 - 3) selling or bartering any tangible thing of monetary value.

Fees – A fee shall be charged at the standard usage rates, including any applicable custodial, A/V technician, and other fees, in accordance with the schedule of fees

SCHEDULING AND PRIORITY OF USE

Facilities may be scheduled no less than two (2) weeks and no more than one (1) year in advance. All scheduling must be coordinated with the school or facility being used.

RESTRICTIONS

The following restrictions apply to all categories of users.

- A. Users must comply with all applicable District policies and procedures.
- B. Users shall not: (1) use, remove, reposition, replace, move, or otherwise disturb any District equipment or property; (2) make any physical changes to the facilities, buildings, or grounds; or (3) affix or hang pictures, posters, signs, or other items on District facilities.
- C. Users shall not tamper with or adjust any security, fire protection equipment, fire alarms, intercoms, thermostats, light or air conditioning timers or any other electrical, communication, or control systems.
- D. The consumption of alcoholic beverages, use of illegal drugs, and carrying of firearms (except by law enforcement and JROTC personnel) are strictly prohibited. All property owned by the District, including all interior and exterior spaces within the property boundaries, shall be smoke and tobacco free. Per Florida Statute, no gambling or games of chance are permitted on District property.
- E. Users must remove any materials and items brought into the facility and must make reasonable efforts to clean rooms and areas used or return them to their pre-use condition.
- F. Blocking of fire doors or means of egress is prohibited.
- G. Users will not sublease the facilities or allow any use other than that for which the lease was approved, except as may be provided for in governmental interlocal agreements.
- H. Users will not be provided keys to any District facility.
- I. Users shall not allow play on cafeteria tables or other furniture.
- J. Users shall not produce an open flame(s) (e.g., the burning of candles is prohibited).
- K. Users shall not train or exhibit animals, except as part of a District approved curriculum.

GENERAL GUIDELINES AND CONDITIONS

The following apply to all categories of users except where indicated.

- A. District personnel, custodians, or approved volunteers must be present at all times the facility is being used. Use of the facility may be denied if sufficient school staff is not available to monitor the use.
- B. All users must complete and submit a Facility Use Agreement and do so at least ten (10) working days (two (2) weeks) prior to the requested date. Lease requests will include details regarding the purpose of the requested use, date(s) and hours requested, and the specific facilities requested (number of classrooms, etc.). Tax-exempt numbers must be provided when claiming tax-exempt status.
- C. Any fees must be paid when the request is approved by the superintendent or his designee unless other billing arrangements are made and approved by the Superintendent or designee.
- D. Cancellation notice must be given by Users at least seventy-two (72) hours in advance. Fees will be refunded if such notice is given to the school or facility being used. The school or facility being rented will coordinate the refund with the Finance Department. The District reserves the right to cancel any lease and refund fees as determined by the Superintendent at any time and for any reason.
- E. All users must provide reasonable supervision and shall be financially liable for all damage to facilities resulting from their use.
- F. As applicable, users shall comply with the Auditorium Leasing Guidelines.
- G. All users must assume all liability, provide proof of liability insurance, and hold the District and Board harmless for any and all damages or injuries that result from the use of the facility. Proof of insurance must be provided at the time of application, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The user shall present a certificate of insurance listing the School Board of Hendry County, Florida, as a certificate holder and additional insured.
- H. Users will be responsible for any and all damages to or theft of District property and shall reimburse the District in an amount determined by the Superintendent or his designee in accordance with established accounting principles. Failure to reimburse the District shall disqualify the user from any further use of District facilities.
- I. Users shall be responsible for supervising the conduct and control of all patrons and participants and shall ensure that all applicable laws and Board policies and procedures are strictly obeyed.
- J. Violation of this procedure, or any other applicable Board Policy or procedure during the use of District facilities, may subject the user to immediate revocation of the lease and refusal of permission to use District facilities in the future.
- K. Users of District facilities must take responsibility for safety when dangerous lightning weather conditions are present. Users of outdoor District facilities (fields, courts, playground areas, etc.) must cease activities, vacate the area, and take appropriate safe shelter in available buildings and/or vehicles if 1) lightning is seen, 2) thunder is heard. In the event that lightning was seen or thunder was heard, users may resume outdoor activities on District facilities only after the dangerous weather conditions have cleared the area.

APPROVAL AUTHORITY

Facility use requests that meet the procedures contained herein may be approved by the Superintendent or authorized designee. The Superintendent or his/her Designee shall be authorized to make reasonable interpretations of the foregoing procedures regarding use of District facilities.

OTHER FEES AND REQUIREMENTS

- A. Custodial fees are \$42 per hour. They will be charged when:
 - 1. custodians are required to work outside their normal duty hours;
 - 2. the administrator determines that the custodians cannot fulfill their normal job assignments and also complete the services required for a particular facility use.

- B. When lighting/sound technicians are required for facility use, an additional fee of \$40 per hour will be charged for all facilities. The school administration may waive the requirements for a lighting/sound technician, if deemed non-essential for the event. Please let the school's administrator know in advance if you have specific needs.

- C. If special set ups are required for cafeteria or multi-purpose rooms, an additional fee of \$120 shall be charged.

- D. If scoreboard operators are required, an additional fee of \$16.00 per hour will be charged.

- E. Cafeteria Guidelines: Any use of school food service kitchen facilities by any non-school group shall be subject to the recommendation of the Principal and the approval of the Superintendent or Designee and shall, if approved, require the presence of the Manager or the Manager's designee. Sodexo can be contacted by the facilities administrator for further guidelines.

AUDITORIUM USAGE GUIDELINES

- A. The auditorium Coordinator/Auditorium Technician are the school's technical director and lighting supervisors are required to be present during set-up, take down, and the operation of lights and sound equipment during a performance. A user may hire an outside person to assist, but the school's Auditorium Coordinator or Auditorium Technician must also be present unless waived by the school administration.
- B. A custodian must be on duty during the user's preparation, performance, and restoration of the facility to its proper order.
- C. Curtains are not to be tied back under any circumstances and nothing is to be affixed to the curtains.
- D. Tape shall not be applied to the stage floor. Washable chalk may be used on designated areas to mark floor position. Please check with the activities coordinator in advance or with the Auditorium Coordinator/Technician on site.
- E. If your performance requires large containers of props, take care that carpets, floors, woodwork, etc. are not damaged. Per the GENERAL GUIDELINES AND CONDITIONS of the Facilities Use Agreement, "Users will be responsible for any and all damages to or theft of School Board property and shall reimburse the Board in an amount determined by the Superintendent or his designee in accordance with established principles. Failure to reimburse the Board shall disqualify the renter from any further use of Board Facilities"
- F. The user must provide extension cords and any additional fixtures or devices needed for the performance.
- G. All props and set pieces used for the performance must be removed from the school site immediately after the performance. When a lease is executed for multiple uses, the school is not responsible for any equipment left in the auditorium between uses with the risk of loss being that of the renter.
- H. Where dressing rooms not available or if additional dressing rooms are required, classroom space may be used in accordance with facility use rates established in the schedule of fees which is an addendum to the Facilities Use Agreement Policy
- I. School props or set pieces are not to be used without the prior consent of the school's administration.
- J. **NO FOOD OR DRINKS ARE ALLOWED IN THE AUDITORIUM AT ANYTIME.** Check with the school based administrator to determine if they have a designated area in the lobby to serve food. Any concessions sold must be in a pre-packed form.
- K. User must provide their own form of communication such as "Walkie Talkies" or cell phones.

NOTE

High School Auditoriums are used by teachers and students as a part of the school's educational process. They are managed by the school employees and students, and as such, schools do not have all the amenities that are available at a professional facility. There may be requests made by the user that cannot be accommodated. Please make certain to make all requests in advance so that the activities coordinator can determine if your needs can be satisfied. Requests made on the day of an event are likely to be denied.

GYMNASIUM USAGE GUIDELINES

- A. The head custodian or custodian assigned to the gymnasium must be present during the use of the gymnasium unless an exemption is granted by the building principal.
- B. The head custodian or custodian must be on duty during the user's preparation, performance, and restoration of the facility to its proper order, unless granted an exemption by the school principal.
- C. Tape shall not be applied to the floor or any wall or door. Washable chalk may be used on designated areas to mark floor position. Please check with the activities coordinator of the school in advance or with the head custodian.
- D. If seating will also be used, the seat area must be cleaned of any trash/debris at the conclusion of the event.
- E. Bathrooms must be cleaned at the conclusion of the event.
- F. Boots or other marking footwear that could damage the gym floor must not be used on the gym floor. It is the responsibility of the renter to provide any necessary tarps or floor coverings needed to protect the gym floor.
- G. If your performance requires large containers of props, take care that carpets, floors, woodwork, etc. are not damaged. Per the GENERAL GUIDELINES AND CONDITIONS of the Facilities Use Agreement, "Users will be responsible for any and all damages to or theft of School Board property and shall reimburse the Board in an amount determined by the Superintendent or his designee in accordance with established principles. Failure to reimburse the Board shall disqualify the renter from any further use of Board Facilities"
- H. The user must provide extension cords and any additional fixtures or devices needed for the performance.
- I. All props and set pieces used for the performance must be removed from the school site immediately after the performance. When a lease is executed for multiple uses, the school is not responsible for any equipment left in the gymnasium between uses with the risk of loss being that of the user.
- J. Where dressing rooms not available or if additional dressing rooms are required, classroom space may be used in accordance with facility usage rates established in the schedule of fees which is an addendum to the Facilities Use Agreement Policy.
- K. School props or set pieces are not to be used without the prior consent of the school's administration.
- L. **NO FOOD OR DRINKS ARE ALLOWED IN THE GYMNASIUM AT ANYTIME.** Check with the school based administrator to determine if they have a designated area in the lobby to serve food. Any concessions sold must be in a pre-packed form.
- M. User must provide their own form of communication such as "Walkie Talkies" or cell phones.

NOTE

High School Gymnasiums are used by teachers and students as a part of the school's educational process. They are managed by the school employees and students, and as such, schools do not have all the amenities that are available at a professional facility. There may be requests made by the user that cannot be accommodated. Please make certain to make all requests in advance so that the activities coordinator can determine if your needs can be satisfied. Requests made on the day of an event are likely to be denied.

ATHLETIC FIELD USAGE GUIDELINES

- A. The head custodian or custodian assigned to the athletic field must be present during the use of the athletic field unless an exemption is granted by the building principal.
- B. The head custodian or custodian must be on duty during the renter's preparation, performance, and restoration of the athletic field and stands (if applicable) to its proper order, unless granted an exemption by the school principal.
- C. If stands will also be used, all stands must be cleaned of any trash/debris at the conclusion of the event.
- D. Bathrooms must be cleaned at the conclusion of the event.
- E. If your performance requires large containers of props, take care that the field or track is not damaged. Per the GENERAL GUIDELINES AND CONDITIONS of the Use of Facilities Agreement, "Users will be responsible for any and all damages to or theft of School Board property and shall reimburse the Board in an amount determined by the Superintendent or his designee in accordance with established principles. Failure to reimburse the Board shall disqualify the user from any further use of Board Facilities"
- F. The user must provide extension cords and any additional fixtures or devices needed for the performance.
- G. All props and set pieces used for the performance must be removed from the school site immediately after the performance. When a lease is executed for multiple uses, the school is not responsible for any equipment left in the athletic field between uses with the risk of loss being that of the user.
- H. Where dressing rooms not available or if additional dressing rooms are required, classroom space may be used in accordance with facility usage rates established in the schedule of fees which is an addendum to the Facilities Use Agreement Policy
- I. School props or set pieces are not to be used without the prior consent of the school's administration.
- J. **NO FOOD OR DRINKS ARE ALLOWED ON THE ATHLETIC FIELD AT ANYTIME WITH THE EXCEPTION OF AN ATHLETIC CONTEST.** Check with the school based administrator to determine if there are any additional criteria you need to be aware of. Any concessions sold must be in a pre-packed form.
- K. User must provide their own form of communication such as "Walkie Talkies" or cell phones.

NOTE

High School Athletic fields are used by teachers and students as a part of the school's educational process. They are managed by the school employees and students, and as such, schools do not have all the amenities that are available at a professional facility. There may be requests made by the user that cannot be accommodated. Please make certain to make all requests in advance so that the activities coordinator can determine if your needs can be satisfied. Requests made on the day of an event are likely to be denied.

NOTICE OF NON-DISCRIMINATION AND SECTION 504 COMPLIANCE

THE SCHOOL BOARD OF HENDRY COUNTY, FLORIDA, does not discriminate on the basis of race, color, national origin, sex, disability, age, religion, or marital status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.