

**Butler Center Usage Agreement**  
**Request of Use of Facilities**

**All requests must be submitted 10 business days prior to the Board Meeting which is usually scheduled the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month.**

Date(s) of use \_\_\_\_\_ Time of use \_\_\_\_\_ to \_\_\_\_\_

Using Organization \_\_\_\_\_

Address \_\_\_\_\_

Organization Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_

Brief description with details for the use of facility \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Insurance is required by everyone; this agreement will be in accordance with O.C.G.A. 51-52. In compliance with that code section, the organization seeking to use the facilities will be required to provide an insurance policy covering the event described in this request in the amount of \$2,000,000 liability and \$4,000,000 sexual misconduct coverage including Gainesville City School District and Ninth District Opportunity as additional insureds. The School District and/or Ninth District Opportunity may terminate this agreement at any time and all other provisions of the cited code section apply.

Any organization seeking to use the facilities will be required to furnish evidence of sufficient insurance in an amount to be determined by the School District and Ninth District Opportunity and designed to protect these entities from suit or liability for any bodily injury or damage to property which may occur during the use of the facilities by such organization.

Will admission or participant fee be charged, or will items be sold on the property? If "Yes", answer the following: Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", answer the following: Amount of admission \_\_\_\_\_

List items to be sold and the sale price: \_\_\_\_\_ Price: \_\_\_\_\_

1. Custodial Fee is a minimum of 2 hours:  
 Hourly Rate = \$20.00 per hour X No. of hours - \_\_\_\_\_ = \$ \_\_\_\_\_

2. Facilities:

Location	Cost Per Hour		
	Gym	Conference Room	Classroom
	\$75.00/hr	\$50.00/hr	\$50.00/hr

Total number of hours: \_\_\_\_\_ X \_\_\_\_\_ (hourly rate) = \_\_\_\_\_ TOTAL DUE (FACILITY RENTAL)

Supervision Fee: \$20.00 per hour

**Total Costs:**

#1 Custodial \_\_\_\_\_ + #2 Facility \_\_\_\_\_ + #3 Supervision \_\_\_\_\_ = Total Due \_\_\_\_\_

By signing this application, the undersigned agrees, individually and on behalf of the group represented, to indemnify and hold harmless the Gainesville City School District and Ninth District Opportunity from all damages arising out of the use of the facility as reflected in the application and from all claims arising out of the use of the facility as reflected in the application. Gainesville City School System and/or Ninth District Opportunity has the authority to revoke the agreement at any time.

**Signatures:** \_\_\_\_\_  
 (Signature of person responsible for the event or facility)

Ninth District/GCSS:

Signature: \_\_\_\_\_  
 (Designee)

Approved \_\_\_\_\_ (GCSS)

Disapproved \_\_\_\_\_ (GCSS)

Approved \_\_\_\_\_ (NDO)

Disapproved \_\_\_\_\_ (NDO)

Signature: \_\_\_\_\_  
 (System Designee/Director)

## General Conditions

1. The Butler Center is available for use upon approval by Gainesville City Schools and Ninth District Opportunity. This approval will be based on whether or not the proposed activity meets the definition of non-traditional education opportunities, youth engagement or post-secondary preparation and documentation that the required insurance coverage is provided.
2. Gainesville City Schools and Ninth District Opportunity activities take priority over all other requests. The Butler Center is not available on federally recognized holidays.
3. Use of the Butler Center prior to \_8:00\_ AM or after \_9:00\_ PM is not permitted. Times listed on the Use Agreement must include set-up and clean-up times.
4. Use of the Butler Center by any groups dealing with political parties or causes, elections, including voter registration is prohibited.
5. The Family Connections Director, Assistant Family Connections Director and/or GCSS Staff will be present at any time the Butler Center is being used. These individuals will oversee the facility.
6. Gainesville City schools and/or Ninth District Opportunity reserves the right to restrict use of the Butler Center and the right to end or cancel any event without prior notice.
7. The individual who signs the agreement must be at least 21 years of age and be present the entire time of the event. The individual who signs the agreement will be considered the liaison between the applicant/organization and Gainesville City Schools and will be the person held responsible for the terms of this agreement.
8. The renting organization is responsible for the conduct of its participants, workers and guests. Improper conduct such as physical violence, abusive or threatening language, lewd behavior, apparent intoxication, etc. will not be tolerated.
9. Users are to remain in assigned area(s) and are responsible for supervising all participants in their program.
10. Alcohol, tobacco and vape products, drugs, weapons or animals are not permitted in the Butler Center, parking lots or property at any time.
11. No furnishings in the Butler Center are to be moved to accommodate the renting organization.
12. Use of tape or other adhesives, nails, tacks, screws or similar articles on interior or exterior surfaces is not allowed.
13. The use of fireworks or sparklers, fog machines, confetti, glitter, rice or silly string is not permitted anywhere inside or outside the Butler Center. Any flowers and petals must be cleaned up completely.
14. The renting organization shall not erect nor operate on the premises any machinery or equipment operated by electrical or other power. The renting organization shall not use upon the premises any substance of an explosive or highly flammable nature. The renting organization shall not install any wires or electrical appliances without consent.
15. Add something about the treatment of the gym floor – covering, food/beverage use, etc.???
16. The use of sound amplifying equipment will be monitored to ensure noise levels are comfortable and are in accordance with the City of Gainesville's noise ordinance.
17. The renting organization will be monetarily responsible for any damage which occurs to the facility or property during the use of the Butler Center.
18. The renting organization or individual is responsible for obtaining all necessary licenses and permits, and for paying all taxes, which may be required. The renting organization assumes risk of damage or loss of participants property.

19. All activities must comply with posted occupancy limitations. Any event that exceeds building capacity may be terminated without notice, or refund of fees.
20. If any activity requires police officers, the renting organization or individual shall pay this charge in advance and provide proof of payment. The number of officers required shall be left to the discretion of the Gainesville Police Department.
21. Gainesville City Schools and Ninth District Opportunity shall not be responsible for items left by guests, workers, employees or representatives of the rental.
22. The Family Connections Director or Assistant Director will have the authority to dismiss any group upon proper notification of the Gainesville City Schools Superintendent or Gainesville Police Dept. due to their misconduct or misuse in or around the Butler Center.
23. Temporary storage of any items before the event day or after the event will not be provided. All organizations are required to set up and remove all items during the time allotted for use.
24. Parking is extremely limited. Renter should communicate this with its guests and develop alternate parking plans as to not impede traffic for businesses in the area.
25. Failure to adhere to any of these conditions may result in immediate cancellation of the existing agreement, forfeiture of the security deposit, and future use of the Butler Center.
26. The renting organization agrees to indemnify, protect, and hold harmless Gainesville City Schools and Ninth District Opportunity, its officers, officials, employees, agents, and servants from any and all claims, demands, actions, suits, damages, loss and expenses of whatever kind or nature to any person or to any property arising out of or in connection with the Agreement herein for the utilization of said facility.

### **Concession Area Use**

1. Food and drinks are allowed in designated areas only.
2. Something is needed regarding food safety. Are there any city codes.
3. No food preparation is allowed on-site.

### **Clean Up**

1. The renting organization shall be responsible for the removal of trash, cleaning up visible spills, wiping down concession stand area if used, etc. following use.
2. Who will sweep and mop after an event? HES Personnel
3. All trash is to be disposed of in the dumpster provided.
4. The person signing this agreement must stay until the end of the event and sign off that the facility has been cleaned and returned in proper condition per inspection by the Family Connections Director or Assistant Family Connections Director.

### **Payment Information**

1. Include a statement regarding the amount of money that is owed to Gainesville City Schools.
2. Additional money if they exceed the times specified in the Use Agreement?

**Cancellations**

1. Does the school system return funds if the event is cancelled by the user? (Approval and prior to funds being received?)

---

Signature of Agreement

---

Date