

# Facility Use Agreement



**Hendry County School Board**

THE SCHOOL DISTRICT OF HENDRY COUNTY  
FACILITY USAGE AGREEMENT

Organization Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

School/Facility Needed: \_\_\_\_\_ Expected Attendees: \_\_\_\_\_

*Note: Each school/facility requires a separate agreement.*

**All usages require a three (3) hour minimum charge, Custodial Fee (\$42.00 hour) with additional hours charged at the specific hourly rate, subject to a daily maximum rate of eight (8) hours.**

Number of Hours Usage Fee: \$ \_\_\_\_\_ Sales Tax Exempt Number: \_\_\_\_\_  
*(See Fee Schedule on page 3)* *(If applicable)*

*Example: Media Center \$75.00 x 3 hours = \$225.00 plus Custodial Fees \$42.00 x 3 hours = \$125.00. Total Fees: \$225.00 + \$125.00 = \$350.00*

Dates of Use: \_\_\_\_\_

Description of Use: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Use of district/school equipment requested?  Yes  No

Description of equipment needed: \_\_\_\_\_

\_\_\_\_\_

## Hendry County School District

### Facility Use Agreement

#### Fee Schedule

#### Standard Rates

Note: Facilities must be used for a minimum of 3 hours. Custodial fees will be charged for a minimum of 3 hours up to total hours used.

Type of Facility	Hourly Rate
Classroom	\$50.00
Auditorium	\$200.00
Band/Choral Room	\$75.00
Cafeteria (without kitchen)	\$100.00
School Gym	\$100.00
Media Center	\$75.00
Weight Room	\$100.00
Football/Track/Soccer Field (No Lights)	\$100.00
Football/Track/Soccer Field (With Lights)	\$100.00 plus \$75.00 Electricity Fee
Baseball Field (No Lights)	\$100.00
Baseball Field (With Lights)	\$100.00 plus \$75.00 Electricity Fee
Softball Field (No Lights)	\$100.00
Softball Field (With Lights)	\$100.00 plus \$75.00 Electricity Fee
Practice Field (No Lights)	\$100.00
Practice Field (With Lights)	\$100.00 plus \$75.00 Electricity Fee
Basketball Court (No Lights)	\$100.00
Basketball Court (With Lights)	\$100.00 plus \$75.00 Electricity Fee

#### Other Fees

Custodial Fees are charged at a rate of \$42.00 per hour. They will be charged when:

- Custodians are required to work outside their normal duty hours; or
- The administrator determines that the custodians cannot fulfill their normal job assignments in addition to completing the services required for a particular facility use request.

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

**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 number of participants.

Security Personnel Required  Yes  No

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 usage.

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

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Asst. Director of Security: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_  
(Or Designee)\_

Payment Received  Yes  No      Date: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

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

According to School Board Policy, po7510 Use of District 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 or students of the district and the community in which they live.

The proposed event/activity will benefit the Hendry County School District or students of the district and the community in which they live 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:

*Select from the fee category qualification descriptions listed on page 7 attached in the Facility Use Agreement Procedure.*

- Internal Organization – Category A
- Other Governmental Agency – Category B
- Non-Profit, Participants not charged a fee – Category C
- Non-Profit, Participants are charged a fee – Category D

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

Signature of User: \_\_\_\_\_

Printed Name of User: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Non-Profit:  Yes  No FEI/EIN Number: \_\_\_\_\_

Cost to Participant for Activity:  Yes  No Cost: \$ \_\_\_\_\_

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

Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_

School / Facility Name: \_\_\_\_\_

The request is  Waived  Reduced (50%)  Denied

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_  
(Or Designee)

## 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:

- Bodily injury, sickness, disease, death, 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
- 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 Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

User Representative Signature

\_\_\_\_\_

Date

# Hendry County School District

## Facility Use Agreement

### Procedure

#### Purpose

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

#### Prohibited Uses

District facilities shall not be used for any use inconsistent with board policy, administrative procedures, and state or federal law.

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, and 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

- District sponsored parent groups, such as the School Advisory Council (SAC) and parent/teacher organizations such as the PTO, PTA, Booster Clubs, and HPSF.
- 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

- Governmental agencies, such as local municipal, county, state, and federal agencies.
- Public meetings sponsored by governmental agencies.
- State universities, colleges, and community colleges.
- Athletic, recreation, or other programs sponsored or supported by local governmental agencies.

Fees – No usage fee shall be charged to Category B users when a reciprocal use agreement exist between the district and the user and when the value of the reciprocal use is approximately equal; however, applicable custodial fees, A/V technician, and other fees shall be charged at the full rate.

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

Non-profit organizations qualified under state or federal law, student groups or clubs that are not district sponsored and parent groups that are not district sponsored which meet all of the following criteria:

- They primarily serve district students of compulsory school attendance age;
- Their primary aim is the development of educational, athletic, social, and/or self-improvement skills;
- 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;
- The frequency of use of district facilities is no more than twice per week; and
- The organizers, supervisors, administrators, and any other individuals involved with the event or program are unpaid volunteers; however, referees may be paid for sporting events and programs.

Fees – Eligible for fee waiver; however, applicable custodial, A/V technician, and other fees shall be charged at the full rate. A copy of non-profit status shall be provided with request for fee waiver.

D. Category D: Non-Profits, Participants are charged fees

Non-profit organizations qualified under state or federal law which meet all of the following criteria:

- They primarily serve district students of compulsory school attendance age;
- Their primary aim is the development of educational, athletic, social, and/or self-improvement skills;
- 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
- 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 (\$3,000.00). Multi-day events can last no longer than nine (9) months.

E. Category E: All other users

- Any other organization or group, other student groups and clubs, and parent groups that do not qualify as a Category C or D user.
- Any Category B, C, or D user when:
  - Performing certain fund-raising events, and when less than 100% of the gross receipts are retained by or provided to the district or school; or
  - Performing certain fund-raising activities such as:
    - 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
    - Requiring any donation for money or other tangibles of monetary value; or
    - 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 should 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:

- Users must comply with all applicable district policies and procedures.
- Users shall not:
  - Use, remove, reposition, replace, move, or otherwise disturb any district equipment or property;
  - Make any physical changes to the facilities, buildings, or grounds;
  - Affix or hang pictures, posters, signs, or other items on district facilities structures
- Users shall not tamper with or adjust any security, fire protections equipment, fire alarms, intercoms, thermostats, light or air conditioning timers or any other electrical communications or control systems.
- The consumption of alcoholic beverages, use of illegal drugs, and carrying of firearms, except by law enforcement, school guardians, 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.

- 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.
- Blocking of fire doors or means of egress is prohibited.
- 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.
- Users will not be provided keys to any district facility.
- Users shall not allow play on cafeteria tables or other furniture.
- Users shall not produce an open flame(s) from burning candles or any other item that produces flames.
- Users shall not train or exhibit animals, except as part of a district approved curriculum.

### **General Guidelines and Conditions**

The following guidelines and conditions apply to all categories of users except where indicated:

- District personnel, custodians, or approved volunteers must be present at all times while the facility is being used. Use of the facility may be denied if sufficient school staff is not available to monitor the use.
- All users must complete and submit a Facility Use Agreement. The agreement shall be submitted ten (10) working days prior to the requested date(s). Lease requests will include details regarding the purpose of the requested use, date(s) and hours requested, and the specific facility requested identifying number of classrooms etc. Each facility requires a separate agreement. Tax exempt numbers must be provided with claiming tax-exempt status.
- Any fees must be paid when the request is approved by the Superintendent or designee unless other billing arrangements are made and approved by the Superintendent or designee.
- 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 or designee at any time and for any reason.
- All users must provide reasonable supervision and shall be financially liable for all damage of facilities resulting from their use.
- All users must provide security at user's expense depending on the type of event and/or the number of participants.
- As applicable, users shall comply with the Auditorium Leasing Guidelines.
- 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 Certificate Holder Named as Additional Insured.

- 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 designee in accordance with established accounting principles. Failure to reimburse the district shall disqualify the user from any further use of district facilities.
- 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.
- Violation of this procedure, or any 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.
- 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 and vacate the area taking appropriate safe shelter in available buildings and/or vehicles if the inclement weather alert is sounded or if no weather alert on premises when lightning is seen or 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.

### **Auditorium Usage Guidelines**

- The Auditorium Coordinator/Auditorium Technician are the school's technical rector and lighting supervisors and 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.
- A custodian must be on duty during the user's preparation, performance, and restoration of the facility to its proper order.
- Curtains are not to be tied back under any circumstances and nothing is to be affixed to the curtains.
- 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 activity's coordinator in advance or with the Auditorium Coordinator/Auditorium Technician on site.
- 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 or the theft of school board property and shall reimburse the board in the amount determined by the Superintendent or designee in accordance with established principles. Failure to reimburse the board shall disqualify the renter from any further use of board facilities.
- The user must provide extension cords and any additional fixtures or devices needed for performances.

- All props and set pieces used for performances 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.
- Where dressing rooms are 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 listed on page 3 of the Facility Use Agreement.
- School props or set pieces are not to be used without the prior consent of the school's administration.
- **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.
- Users 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

- The head custodian or a custodian assigned to the gymnasium must be present during the use of the gymnasium unless an exemption is granted by the school principal.
- The head custodian or a custodian assigned 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.
- 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 activity's coordinator the school in advance or with the head custodian.
- If seating will also be used, the seat area must be cleaned of any trash or debris at the conclusion of the event.
- Bathrooms must be cleaned at the conclusion of the event.
- Boots or other marking footwear that could damage the gymnasium floor must not be used on the gymnasium floor. It is the responsibility of the user to provide any necessary tarps or floor coverings needed to protect the gymnasium floor.

- 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 for the theft of school board property and shall reimburse the board in an amount determined by the Superintendent or designee in accordance with established principles. Failure to reimburse the board shall disqualify the user from any further use of board facilities.
- The user must provide extension cords and any additional fixtures or devices needed for performances.
- All props and set pieces used for performances 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 gymnasium between uses, with the risk of loss being that of the user.
- Where dressing rooms are 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 listed on page 3 of the Facility Use Agreement.
- School props or set pieces are not to be used without the prior consent of the school's administration.
- **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.
- Users 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 me 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**

- The head custodian or a custodian assigned to the athletic field must be present during the use of the athletic field unless an exemption is granted by the school principal.
- The head custodian or a custodian assigned must be on duty during the user'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.
- If stands will also be used, all stands must be cleaned of any trash or debris at the conclusion of the event.
- Bathrooms must be cleaned at the conclusion of the event.

- 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 Facilities Use Agreement, users will be responsible for any and all damages to or for the theft of school board property and shall reimburse the board in an amount determined by the Superintendent or designee in accordance with established principles. Failure to reimburse the board shall disqualify the user from any further use of board facilities.
- The user must provide extension cords and any additional fixtures or devices needed for performances.
- All props and set pieces used for performances 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 on the athletic field between uses with the risk of loss being that of the user.
- Where dressing rooms are 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 listed on page 3 of the Facility Use Agreement.
- School props or set pieces are not to be used without the prior consent of the school's administration.
- **NO FOOD OR DRINKS ARE ALLOWED ON THE ATHLETIC FIELD AT ANYTIME WITH THE EXCEPTION AN ATHLETIC CONTEST OR WITHOUT PRIOR APPROVAL.** Check with the school-based administrator to determine if there are any additional criteria on which you need to be aware. Any concessions sold must be in a pre-packed form.
- Users 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 SECION 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.