Exhibit Code: 5030 E-A Facility Use Agreement

Richmond County Schools
Facility Use Agreement

This Richmond County Schools Facility Use Agreement is made by the undersigned User with Richmond County Schools.

The purpose of this agreement is to allow greater community use of Richmond County Schools Facilities.

Safety of persons and the protection of school facilities are the primary considerations in Richmond County Schools allowing User to use school facilities.

User agrees to the following facts and terms:

1. User is a civic, charitable, or nonprofit organization.
2. Use of the school facility will be predominantly by Richmond County citizens.
3. **User has received a copy of the Richmond County Board of Education Policy Code, 5030, Community Use of Facilities, and agrees that said policy code is adopted by reference into this agreement.**
4. **User has received a copy of the Uniform Fee Schedule.**
5. User must comply with all federal, state, and local laws.
6. No weapons, no drugs or controlled substances, no alcoholic beverages, and no tobacco products shall be allowed on school property during the agreement.
7. **For any use of school facilities involving athletic activities or strenuous physical activity, User must furnish a certificate of insurance with coverage of $1,000,000.00 per claim with Richmond County Schools as an additional loss payee. Richmond County Schools may require any other user to provide the same insurance certificate.**
8. User may have drinks and concessions with the specific permission of the school principal.
9. Kitchens may not be used without the presence of a RCS cafeteria manager.
10. User may not have any open fires, grills, or charcoal. No cooking is allowed without the lease of the school kitchen.
11. No electrical appliances can be brought on site.
12. User may have the services of an unaffiliated professional caterer with the permission of the school principal and with the presence of a RCS cafeteria manager at the fee set forth below.
13. No animals will be allowed on any premise except for licensed service animals.
14. User shall not make any alterations to school property, including no nails, hooks, or screws.
15. User shall not access the facility's wireless networks.
16. **User shall return the facility to Richmond County Schools at the end of the use period in the same condition as the facility was in at the beginning of the use period. This includes removing all trash and debris from the entire area.**
17. **User is liable for all damages caused to school facilities and shall pay for all damages within fourteen (14) days of an invoice from Richmond County Schools.**
18. **School affiliated organizations, such as PTO, Booster Club, educational foundation may be allowed to use facilities without fee.**

19. Richmond County teams may be allowed to practice on K-12 fields during community hours without a fee with prior approval from the school principal. Student-affiliated organizations may be allowed to use indoor facilities without a fee for practices with prior approval from the school principal. All outdoor facilities may be used by individuals and/or small groups without a fee during community hours. Community hours are 5pm-8pm Monday-Friday and 8am-8pm Saturday-Sunday when the facility is not being used for a school-related event.
20. Governmental, institutional, and student-affiliated organizations may be allowed to use school facilities without a fee with prior approval from the school principal.
21. When using athletic facilities paint shall not be used on RCS game fields or practice fields without the written consent of the school athletic director.
22. **The User for itself, and its members, and its participants, waives in favor of the Richmond County Board of Education, its members, officially and individually, its employees, and staff, for any liability, damages, monetary obligations, judgments arising out of the use of Richmond County Schools facilities pursuant to this agreement.**
23. **User shall hold harmless and indemnify the Richmond County Board of Education, its members, officially and individually, its employees and staff for any liability, damages, monetary obligations, judgments arising out of the use of Richmond County Schools facilities pursuant to this agreement.**
24. **User acknowledges and understands that pursuant to North Carolina law, N.C.G.S. § 115C-524, that the Richmond County Board of Education and its members have no liability for personal injury to any person arising out of the use of the school facilities by non-school groups.**
25. **The person listed below as "supervising adult" must be on site and be accessible at the cell phone number listed below at all times during the use of the school facility.**
26. Any facility use of school facilities contrary to the terms of this agreement, but within overall Board policy, must have the approval of the Superintendent.
27. Any facility use contrary to Board policy must have the approval of the Richmond County Board of Education.
28. **FAILURE TO ABIDE BY THE TERMS OF THIS AGREEMENT WILL RESULT IN THE LOSS OF PRIVILEGE TO USE RICHMOND COUNTY SCHOOLS FACILITIES.**

_____ _____

Responsible Adult Overseeing Rental Signature ***Date***

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Cell Phone Number