

RULES AND REGULATIONS FOR THE USE OF PUBLIC SCHOOL PROPERTIES/FACILITIES

Public school buildings are public facilities for the education of children and youth. Under Title 17, Chapter 5, Section 45 of the Virgin Islands Code, the Commissioner of Education may, upon written request, grant permission for use of school buildings and properties which are the jurisdiction of the Department of Education ("Department") for civic, social, recreational and other purposes.

The application for the use of public school properties/facilities applies to applicants or programs that are not under the auspices of the Department.

Purpose of Regulations

The purposes of these regulations are as follows:

- To ensure proper use of and to protect school buildings and facilities
- To give the schools priority access in the use of school auditoriums, gymnasiums, cafeterias, recreational areas, libraries, and classrooms
- To reduce the added cost arising from excessive use of school facilities by external entities

Restricted Activities

The use of school properties/facilities is permitted for activities described pursuant to 17 V.I.C. §45. Activities not allowed are illegal ventures, along with those associated with commercial functions unless sponsored by a school organization or under the auspices of the Department, or approved by the Governor of the Virgin Islands.

Time Limit

The use of school properties/facilities by the public should not be granted beyond midnight. Out of the ordinary hours may be requested but is subject to approval by the District Superintendent. Unless special permission is granted, the facility shall be cleaned, restored, and vacated within two (2) hours after the designated ending time of the activity.

Use of Equipment

The use of equipment by applicants for school properties/facilities is restricted to (a) seats, (b) stage (where stage is permanently erected), (c) lights, and (d) air condition if available in the particular facility. Any other equipment such as piano, organ, projector, computer, etc. – can only be used by special permission by the school's Principal, and then only if it can be shown that a qualified operator will be using the item or equipment. In the event of damage, it is expressly to be understood that the user shall be held fully liable for all repairs or for replacement if not repairable. **Any equipment anticipated to be brought into the facility during usage shall be indicated on the Application for Use and approved prior to event.**

Auditorium and stage fittings, fixtures, hanging, scenery, furniture, and/or other equipment and accessories shall not be removed, rearranged, or altered without approval of the Principal or his/her designee. Auxiliary lights, electrical appliances or accessories shall not be attached to facility surfaces (walls, ceilings, etc.) without prior approval of the Principal or his/her designee for this purpose.

Damages/Custodial Services

Applicants granted permission to use school properties/facilities are personally responsible for any and all damage(s) to the facility in accordance with 17 V.I.C. §45. Applicants are responsible to return property to its original condition, properly clean the premises and clear that area of any debris not belonging in that anticipated area, and remove all waste and personal items from the premises immediately after the authorized activity. Failure to return property to its original condition will result in rejection of future applications, and/or revocation of permission already granted, and/or damage assessment fees in accordance with 17 V.I.C. §45. Regardless of the Applicant's duty to clean the premises and return the property to its original condition, a custodial service fee for all activities may be assessed, and shall be paid in advance, separate and apart from the use and all other fees.

Health, Safety, and Security

A health permit shall be obtained from the Virgin Islands Health Department when food and/or non-alcoholic beverages will be served or sold at events where the general public is invited. No open flame, for food preparation for any other purpose, is allowed on the premises, except in designated areas.

Functions for which the number of attendees is anticipated to exceed one hundred and fifty (150) persons, applicant shall be required to furnish sufficient security to assure compliance with all applicable laws, rules, and regulations. Applicants shall make provisions to have security and/or police presence to maintain order, keep the peace, control traffic, prevent vandalism and damage to school property and facility and its occupants, prevent all alcohol, tobacco, and drug use on the premises, and take all other steps necessary to ensure safety at the event of attendees. Functions where the general public is invited shall be noticed to the Virgin Islands Police Department to obtain any necessary permit regarding the function.

Liquor, Tobacco Products, and Drugs Prohibited

The presence, possession, sale, and/or use of alcoholic beverages, narcotics, hallucinogenic drugs, marijuana, barbiturates, etc., are prohibited on all school properties and facilities and at all activities.

Department's Representatives

The Department shall have the right to have its representatives or employees present at all times during the usage periods. Said employee or representative shall be authority for the Department. The applicant shall cooperate with Department's representatives in complying with rules and regulations, and with instructions given by the Department's representatives on the Department's premises. Failure to comply with rules and regulations, or instructions from the Department's representatives may result in rejection of future applications, and/or revocation of permission already granted. The designated person to monitor the event shall not be required to pay entrance fee.

Signage

No signs, displays, or materials may be attached to or nailed against the walls, windows, woodwork, draperies, blinds, stage curtains, grounds, drives, etc., without expressed approval of the Department or school principal. If permission is granted, applicants must return the premises to its original condition immediately following the authorized activity. Failure to return property to its original condition will result in rejection of future applications, and/or revocation of permission already granted, or damage assessment fees in accordance with 17 V.I.C. §45.

Advertising

Applicants shall not use the name and/or acronyms of a school's name and/or the name of the Department of Education in conjunction of any event unless the Applicant has been given express permission from the Department or the school principal. Upon Notice of approval of the use, an Applicant may use the location of the school property in connection with the event.

Charges and Fees*

Pursuant to Title 3, Section 96 of the Virgin Islands Code, the Department of Education may establish and collect reasonable fees for the private use of public school facilities and properties. In accordance with 17 V.I.C. §45, such fees for use of the school facilities and properties, shall be paid in advance in the full amount. **All fees are delineated in the Schedule of Fees on pages 5-7.*** The Department of Education reserves the right to change the charges and fees by promulgation of revised Rules and Regulations.

After notice is provided to an Applicant that their application is approved and within five (5) business days, the applicable deposit and usage fees are required or the premises will not be reserved for the applicant's activity. *The deposit is refundable within ten (10) business days following the event less any additional cleaning fees and/or damage fees.* Additional damage fees may be assessed in accordance with 17 V.I.C. §45 should damage be caused to the used properties above the cost of the required deposit.

The requisite deposit and usage fees must be paid in the form of two (2) separate money orders or certified checks made payable to the Government of the Virgin Islands with the exception of fees for custodial or technician services, which shall be made directly to the individual(s) rendering the particular service(s) if applicable. Under no circumstances shall cash payments be made for the use of school facilities and properties. The deposits and usage fees shall be submitted to the Office of Business Affairs in the respective District.

Application Procedure

1. Applicants are urged to consult the principal with respect to prospective dates to schedule function that do not conflict with school or Department activities. School and Department activities are given priority and supersede applicant activities.
2. Applicants desiring to use properties/facilities shall complete the **Application for the Use of Public School Properties/Facilities** Form and submit it to the requested school at least 30 business days prior to requested date with all applicable supporting documents. *Applicants are encouraged to submit applications as early as feasible to secure activity date.*
3. A completed application must be submitted to the school principal (or appropriate Department representative) to reserve the room or facility being requested for use.
4. An applicant will receive notice that the application has been approved or disapproved from the Department of Education's Division of Procurement or other designated office.
5. If an application is approved, a deposit and usage fee is required within five (5) business days to secure the premises requested. Failure to provide the fees will result in release of the premises. Execution of the School Properties/Facilities Use Agreement, submission of the requisite insurance, and any outstanding applicable supporting documents are required to secure the requested property.

6. All checks and money orders (except in payment of personal services) shall be made payable to the Government of the Virgin Islands and submitted to the Office of Business Affairs in the respective District. The school requested for use shall be indicated on the money order or certified check.

Indemnification

The Applicant must agree to expressly and voluntarily indemnify, release, waive, discharge, defend, and hold harmless the Government of the Virgin Islands, Department of Education, its Commissioners, Superintendents, leadership team, administrators, state and district staff and employees, officers, and agents, past, present, or future from any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character and description which may arise out of, relate to, or is any way connected directly or indirectly to the permitting and allowing the use of the designated facility requested. The Government of the Virgin Islands, Department of Education, assumes no responsibility whatsoever for any injury to persons or personal property used on the premises by the Applicant, invitees, or guests.

Liability Insurance

Prior to the event occurring, the Applicant must provide the Department with a Certificate of Liability Insurance with Declaration/Endorsement pages showing the Applicant has a minimum of \$100,000.00 commercial general liability insurance, for the use period, adding the Government of the Virgin Islands, Department of Education as an additional insured and certificate holder on the insurance policy. The Department reserves the right to request an increase to the limits on the insurance policy.

Applicants' Supporting Documents

1. Current business license or IRS or IRB proof of non-profit status
2. Articles of incorporation or organization, or documents evidencing method of operation (as applicable)
3. Certificate of good standing or existence
4. Certificate of Resolution designating authorized signer of Agreement or Affidavit (templates provided)
5. Certificate of Liability Insurance with Declaration/Endorsement pages

Applicants must submit documents in the legal name of applicant based on the applicant's legal existence. Not all documents are applicable to all applicants and the Department reserves the right to request additional or substitute documents.

Compliance/Reservation of Rights

Applicants are required to comply with the Rules and Regulations set forth herein. The Department reserves the right to cancel any notice already given to an applicant of approved request to use premises or terminate any agreement with an applicant without recourse and with or without cause. Further, Applicant and all users/occupants must vacate the premises immediately pursuant to a court order, inclement weather, other acts of God, construction, notice of another Governmental agency's lawful mandate, or upon notice by the Department at its discretion. Additionally, the Department shall not be liable for any costs, expenses, damages, fees etc. regarding the effects of this paragraph and the Department shall not be liable for any direct, indirect, consequential, or any other damages as a result of any cancellation. The Department reserves the right to deny or reject applications or revoke permission already granted to applicants, at any time and for any purpose whatsoever.

SCHEDULE OF FEES

Required Deposits

CAFETERIA	\$150.00
AUDITORIUMS, GYMNASIUMS & BALL FIELDS	\$300.00
CUSTODIAL SERVICES	\$85.00 per activity per person
TECHNICIAN FEE	\$100.00 per activity per person

FEES

See Listing of Fees by District and School on Next Page

(Fees cover a period of 5 hours per event unless otherwise stipulated)

Note

Please submit pages 8-12 and all applicable documents for review and approval

ST. THOMAS / ST. JOHN DISTRICT

FACILITIES	AVAILABLE SPACE	FEES	LOCATION
ADDELITA CANCRYN JR.	CAFETERIA CLASSROOM MEETING SPACE/CONFERENCE ROOM	\$500.00 \$75.00 \$85.00	#1 CROWN BAY
BERTHA C. BOSHULTE JR.	AUDITORIUM CAFETERIA GYMNASIUM CLASSROOM	\$1500.00 \$500.00 \$1200.00 \$100.00	#9-1-12A BOVONI-WEST POR
CHARLOTTE AMALIE HS	AUDITORIUM CAFETERIA GYMNASIUM BALL FIELD CLASSROOM LIBRARY MEETING SPACE/ CONF ROOM	\$1000.00 \$500.00 \$1200.00 \$450.00 \$100.00 \$100.00 \$85.00	#8 & 9 ESTATE THOMAS
E. BENJAMIN OLIVER	CAFETORIUM AMPHITHEATERE CLASSROOM CLASSROOM CLUSTER A CLASSROOM CLUSTER B	\$500.00 \$500.00 \$100.00 \$800.00 \$1100.00	#148-325 ANNA'S RETREAT
EDITH L. WILLIAMS	CAFETERIA CLASSROOM	\$300.00 \$100.00	#1 ESTATE LINDBERG BAY
GUY H. BENJAMIN	CLASSROOM	\$100.00	#1 EMMAUS CORAL BAY
IVANNA EUDORA KEAN HS	CAFETERIA GYMNASIUM CLASSROOM LIBRARY	\$500.00 \$1600.00 \$75.00 \$350.00	TRACT A, #1 & 2 EASTATE NAZARETH
JANE E. TUITT	CLASSROOM	\$100.00	#19 LEVOKI STRADE
JOSEPH GOMEZ	CLASSROOM BALL FIELD	\$100.00 \$150.00	#142 ANNAS RETREAT
JOSEPH SIBILLY	AUDITORIUM/CAFETERIA CLASSROOM	\$300.00 \$100.00	#14, 15, 16 ESTATE NAZARETH
JULIUS E. SPRAUVE	AUDITORIUM/CAFETERIA CLASSROOM	\$300.00 \$100.00	#18-14 ESTATE ENIGHED
LEONARD DOBER	CAFETERIA CLASSROOM	\$250.00 \$100.00	#9-A/10-B KRONDRPRINDSENS GADE
LOCKHART	AUDITORIUM/CAFETERIA BALL FIELD CLASSROOM	\$500.00 \$150.00 \$100.00	#41 ESTATE THOMAS
ULLA F. MULLER	AUDITORIUM/CAFETERIA BALL FIELD CLASSROOM	\$300.00 \$150.00 \$100.00	#7B ESTATE CONTANT
YVONNE MILLINER BOWSKY	AUDITORIUM/CAFETERIA BALL FIELD CLASSROOM LIBRARY	\$500.00 \$150.00 \$100.00 \$100.00	ESTATE MANDAH

Note: Fees cover a period of 5 hours per event

ST. CROIX DISTRICT

FACILITIES	AVAILABLE SPACE	FEES	LOCATION
ALEXANDER HENDERSON	AUDITORIUM/CAFETERIA CLASSROOM	\$600.00 \$100.00	No. 31, EST. CONCORDIA, F'STED
ALFREDO ANDREWS	AUDITORIUM/CAFETERIA CLASSROOM	\$600.00 \$100.00	11A EST. FRIEDENSBURG (VICORP)
ALTERNATIVE EDUCATION	PARKING LOT CLASSROOM	\$400.00 \$100.00	4053 LA GRANDE PRINCESS
AURTHUR RICAARDS	AUDITORIUM CAFETERIA GYMNASIUM BALL FIELD CLASSROOM	\$800.00 \$450.00 \$600.00 \$400.00 \$100.00	20-21 STONEY GROUND, F'STED
ST. CROIX CENTRAL HS	AUDITORIUM/CAFETERIA GYMNASIUM CLASSROOM LIBRARY	\$800.00 \$1000.00 \$100.00 \$100.00	RFD No. 2 KINGSHILL
CLAUDE O. MARKOE	AUDITORIUM/ CAFETERIA GYMNASIUM BALL FIELD CLASSROOM	\$600.00 \$600.00 \$350.00 \$100.00	PLOTS 71-78 MARS HILL, F'STED
ST. CROIX EDUCATIONAL COMPLEX	AUDITORIUM CAFETERIA GYMNASIUM BALL FIELD CLASSROOM LIBRARY MEETING SPACE/CONF. RM CAMPUS CONCESSION FIELD CONCESSION	\$1000.00 \$500.00 \$1200.00 \$400.00 \$100.00 \$100.00 \$85.00 \$150.00 \$150.00	5A-5C VICORP LAND, KINGSHILL
ELENA L. CHRISTIAN	AUDITORIUM/CAFETERIA GYMNASIUM BALL FIELD CLASSROOM	\$500.00 \$600.00 \$200.00 \$100.00	64/64AD/65AS LA GRANDE PRINCESS
EULALIE R. RIVERA	AUDITORIUM/CAFETERIA CLASSROOM	\$400.00 \$100.00	NOS. 3 & 22A EST. PLESSEN F'STED
EVELYN M. WILLIAMS	AUDITORIUM/CAFETERIA CLASSROOM	\$400.00 \$100.00	NO. 13A MT. PLEASANT, F'STED
JOHN H. WOODSON	AUDITORIUM GYMNAISUM CAFETERIA CLASSROOM	\$1000.00 \$600.00 \$500.00 \$100.00	RURAL ROUTE NO. 1 KINGSHILL
JUANITA GARDINE	AUDITORIUM CAFETERIA GYMNASIUM CLASSROOM	\$800.00 \$500.00 \$600.00 \$100.00	ESTATE RICHMOND
LEW MUCKLE	CLASSROOM	\$100.00	310 SION FARM
PEARL B. LARSON	AUDITORIUM/CAFETERIA GYMNASIUM CLASSROOM	\$600.00 \$600.00 \$100.00	NO. 7 ESTATE ST. PETERS
RICARDO RICHARDS	CLASSROOM	\$100.00	491 BARREN SPOT

Note: Fees cover a period of 5 hours per event

Government of the United States Virgin Islands



Office of the Commissioner

1834 Kongens Gade, St. Thomas, VI 00802-6746

2133 Hospital Street, Christiansted, VI 00820-4665

St. Thomas Tel: 340-774-0100; St. Croix Tel: 340-773-1095

St. Thomas Fax: 340-779-7153; St. Croix Fax: 340-713-9579



Virgin Islands Department of
EDUCATION

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APPLICATION FOR USE OF PUBLIC SCHOOL PROPERTIES/FACILITIES

Please complete the entire application, sign, and return to the requested facility at least **30 business days** prior requested time.

LOCATION: ST. THOMAS _____ ST. JOHN _____ ST. CROIX _____

APPLICANT INFORMATION

Date of Application: _____

Name of Applicant/Organization: _____

Name of Contact Person: _____ Phone: _____

Email: _____ Fax: _____

Type of Organization

☐ Non-profit ☐ For Profit ☐ Private ☐ Government ☐ Other _____

Mailing Address: _____

Physical Address: _____

Organization's Phone: _____ Fax: _____ Email: _____

Name of Authorized Agent (signatory on agreement): _____

Agent's Position in Organization: _____ Phone: _____ Email: _____

FACILITY REQUESTED

Name of School Property Requested: _____

Type of property requested:

☐ Auditorium ☐ Gymnasium ☐ Cafeteria (excluding kitchen) ☐ Library
☐ Classroom ☐ Ball field ☐ Other _____

Duration of Event (Dates): (From) _____ (to) _____

Times: _____ (to) _____ Day(s) of the Week: _____

Type of Event: ☐ Evening ☐ Summer ☐ Weekend

Is activity open to the public? ☐ Yes ☐ No Will admission/fees be charged? ☐ Yes ☐ No \$____per person

Participants: ☐ Youth ☐ Adults ☐ Combined Estimated Attendance: _____ Food be served: ☐ Yes ☐ No

Description of Activity:

ADDITIONAL USAGE REQUESTED: (Requests are subject to availability and approval. All fields must be answered)

AV Equipment: Yes/No -Specify Needs

PA Equipment: Yes/No -Specify Needs

Other: _____

List all equipment that will be brought on to the Department's property.

SECURITY INFORMATION

If applicable, name of Security Company or Officer Name: _____

Contact Person: _____ Phone: _____

Address: _____ Fax: _____ Email: _____

List any other contractors that will be hired at this event:

Comments/Other requests: _____

ACKNOWLEDGEMENT

By signing below, I/we acknowledge and represent that the information provided herein is true and accurate and I/we have read and assume responsibility for compliance with the **Rules and Regulations for Use of Public School Properties/Facilities**. I/we understand that the foregoing application is subject to approval to secure the requested property in accordance with the Department of Education's authority pursuant to 3 V.I.C. §96, 17 V.I.C. § 45, and the Rules and Regulations for Use of Public School Properties/Facilities. I/we and the school property requested is *not* reserved until I/we receive official notice from the Department of Education. I/we further understand that if the application is approved, the required fee(s) are to be remitted, a Use Agreement is to be executed, and requisite insurance submitted. All other applicable supporting documents are attached to this Application.

Applicant's Name (Print): _____

Signer's Name(s) (Print): _____

Sign and Date: _____

SCHOOL SECTION

Name of Organization: _____ District: _____

Facility Requested: _____

Principal: _____ Phone: _____ Email: _____

Facility use fee: \$ _____ (Max. 5 hours per day) Custodial fee: \$ _____ Technician fee: \$ _____

Deposit Amount: _____ Total fee Due: \$ _____

Recommended: ☐Not Recommended: ☐

The facility is *available* to be reserved. Please note any restrictions or comments. Staff must be available for opening and closing of facilities. Comments: _____

Principal's Signature: _____

DISTRICT SECTIONRecommended: ☐Not Recommended: ☐

Reasons/Comments: _____

Superintendent's Signature: _____ Date: _____

STATE SECTIONSignature: _____ ☐ Recommended: ☐ Not Recommended:

Director, Division of Procurement

Reasons/Comments: _____

Signature: _____ Approved: ☐ Disapproved: ☐

Commissioner of Education

Date

Comments: _____

SCHOOL PROPERTIES/FACILITIES USE AGREEMENT

- I. _____ (Hereinafter "Applicant") is approved to use _____ in accordance with the specifications provided on the approved **Application for Use of Public School Properties/Facilities** attached hereto, incorporated herein, and made a part of this Agreement.
- II. Applicant agrees to pay the total cost of _____.
- III. Applicant hereby expressly acknowledges and agrees to assume full responsibility for compliance with all the terms and provisions of the **Rules and Regulations for the Use of Public School Properties/Facilities** attached hereto, incorporated herein, and made a part of this Agreement.
- IV. Applicant agrees to be personally responsible for any and all damage done to the property in accordance with 17 V.I.C. §45 and shall further be responsible to properly clean the premises and it to its original condition and to be responsible for or to reimburse the Department of Education for any damage done to the property.
- V. Applicant expressly hereby agrees to the following terms and conditions:
- A. GOVERNING LAW**
This Agreement shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.
- B. RESTRICTED ACTIVITIES**
The Applicant shall not participate in or allow attendees to participate in prohibited conduct, which includes but is not limited to:
- i. Allowing the presence, possession, sale, and/or use of alcoholic beverages, narcotics, hallucinogenic drugs, marijuana, barbiturates, and all other drugs on school properties/facilities at any activity.
 - ii. Vandalism and/or damage or destruction to school properties/facilities, equipment, or any part of. Such damages will be charged to the Applicant pursuant to 17 V.I.C. §45.
 - iii. Any behavior deemed harmful to another or endangers the safety of others including the use of pellet guns, firecrackers, chemical explosives, and the like.
 - iv. Any game of chance or gambling except if allowable by law.
 - v. Discrimination due to race, creed, color, sex, disability, or national origin.
 - vi. Any illegal venture and/or conduct that violates any Virgin Islands or Federal law.
- C. FORCE MAJEURE and VACATION OF THE PREMISES**
The Applicant agrees that the Department of Education shall not be liable for failing to make the requested property available, as a result of conditions reasonably beyond the Department's control including but not limited to war, terrorist acts, riot, strikes, fire, earthquakes, hurricanes, floods, or any act of God. Further, Applicant and all users/occupants must vacate the premises immediately pursuant to a court order, inclement weather, other acts of God, notice of another Governmental agency's lawful mandate, or upon notice by the Department at its discretion. The Department shall give the Applicant the opportunity to re-schedule the event within six (6) months provided there is no violation of any laws, rules, regulations, court orders, or other lawful mandates. Additionally, the Applicant agrees that the Department shall not be liable for any costs, expenses, damages, or fees whatsoever regarding the effects of this paragraph or as a result of any cancellation or termination of this Agreement.
- D. INDEMNIFICATION**
The Applicant, its representatives, agents, successors, assigns, and heirs, for and in consideration of the Department of Education permitting and allowing the use of the designated premises, jointly and

severally herein expressly and voluntarily agree to indemnify, release, waive, discharge, defend and hold harmless the Government of the Virgin Islands, Department of Education, its Commissioners, Superintendents, leadership team, administrators, officers, agents, representatives, past, present, or future from and against any and all loss, liability, claims, demands, detriments, costs, charges, and expenses causes of action (including attorney's fees) and of whatsoever character and description which may arise out of, relate to, or is any way connected directly or indirectly to the permitting and allowing the use of the designated school/facility under this Agreement. Further, the Applicant agrees to indemnify, defend, and hold harmless, the Department against third-party claims, causes of action, expenses, losses, damages, or judgments. The Applicant agrees that the Government of the Virgin Islands, Department of Education, assumes no responsibility whatsoever for any injury to persons or personal property placed on premises and in buildings requested for use.

E. LIABILITY INSURANCE

The Applicant agrees to provide the Department for the entire period of the usage period with a Certificate of Liability Insurance with Declaration/Endorsement pages showing proof of general liability coverage in an amount no less than **One Hundred Thousand Dollars and Zero Cents (\$100,000.00) per occurrence**. The Certificate of Liability Insurance shall be addressed to the Department, and indicating the Government of the Virgin Islands, Department of Education as a certificate holder and an additional insured.

F. AMERICANS WITH DISABILITIES ACT

Applicant acknowledges that the Department's only obligation under this Agreement is to make the facility available to the Applicant and that it is the responsibility of the Applicant to comply with the Americans With Disabilities Act so as not to exclude any qualified individual with a disability, on the basis of disability, from participation in the benefits of the services, programs, or activities which the Applicant conducts and controls.

G. TERMINATION

The Department shall have the right to terminate this Agreement with an applicant without recourse and with or without cause upon written notice to the Applicant. The Applicant shall solely be entitled to the return of 100% of the deposit and usage fees paid if the Department terminates the Agreement. The Applicant shall have the right to terminate this agreement with or without cause one (1) business day prior to the scheduled date of the event by providing written notice to the Department's Division of Procurement and shall be entitled to the return of 85% of fees paid provided timely notice is given. The Applicant forfeits the deposit and usage fee if one (1) business day written notice is not provided.

H. SEVERABILITY

If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

I. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral are merged herein.

Having read all the Terms and Conditions in this Agreement and intending to be legally bound by this written instrument, I set my hands hereunder in understanding and agreement:

WITNESS: _____
(Print Name)

APPLICANT: _____
(Print Name)

Signature

Signature

Date