



Bethany Community School Facility Rental/Lease Agreement

Request is hereby made by _____ ("Lessee") for the use of Bethany Community School Premises:

Please circle all that apply on the following date(s) and times:

Commons

Gymnasium

Classroom(s)

Athletic Complex/Grounds

Dates/Times: _____

(*Note: Times must be from when the doors are opened to when doors close. A Bethany Community School Official must be on site at all times when property is used by the Lessee and when open to the public. During regular operating School days, the Lessee may enter the premises no earlier than 3:30 PM due to classes.)

TERMS OF THE AGREEMENT FOR USE OF THE FACILITY:

1. FEES:

Facility Fee: \$25 per hour Non-Profit, Public School Agency, \$50 Private, For Profit, Individuals

SRO Fee: \$40 per hour Rockingham County Sheriff's Department required for certain events, determined by the Executive Director

Cleaning Fee: \$90 (City Wide)

Site Supervisor: \$25 per hour (minimum two hours)

Total User Fee: \$_____

A non-refundable deposit of \$ 100 must be paid to Bethany Community School to secure the requested date of use on the calendar. Until this deposit is received the event will not be

placed on the calendar. The check is to be made payable to Bethany Community School and remitted to 1288 Hudson Rd. Summerfield, NC 27358. The signed agreement and rental payment must be received at least ten (10) days prior to the intended use. If payment in full is not received at least ten (10) days prior to the event, the event will be removed from the calendar and the date(s) will be available for rebooking.

_____(Organization Representative's Initials)

2. RESPONSIBILITY:

- a. All activities must have appropriate adult supervision.
- b. The Lessee expressly understands and agrees to comply with all current and future Executive Orders, local orders, or any other government, health or safety order, including those that prevent the Lessee from using the facilities under this Agreement.
- c. The Lessee agrees and will be responsible for any damage to the facility by the Lessee or the Lessee's agents, assigns, or participants in any activity sponsored, controlled, or organized by the Lessee, or for activities over which the Lessee has control or for which purpose the space is leased.
- d. Lessee's program shall only use the areas permitted for use under this Agreement including entry and exit points, and shall not use any other part of the facility for any reason.
- e. Lessee expressly agrees to return areas used to their original condition.
- f. Premises may not be used for video production; no video, broadcasting, or filming of any kind is permitted on the Premises, with the exception of athletics, without a separate express written authorization from Bethany Community School.

3. INDEMNITY: The Lessee agrees to indemnify, save and hold harmless Bethany Community School and all their officers, employees, board members, contractors, and agents, individually and collectively, for any and all claims, demands, suits, causes of action, or judgments (including defense and other costs) any person had, now has, or may have in the future arising out of the Lessee's use and/or occupancy of the leased premises, including any and all incidences and occurrences which causes bodily injury, property damage, or death, including any injuries or costs due to COVID19 or another communicable/infectious disease. Bethany Community School assumes no liability for personal injury suffered by reason of the use of such Bethany Community School property pursuant to this agreement.

a) Incident Reporting Requirement:

The User agrees to promptly report any accidents, injuries, property damage, or emergencies that occur on school premises during the use period. Written notification shall be provided to the Bethany Community School or its designated representative within [24–72 hours] of the incident.

4. INSURANCE: Lessee shall hold the following insurance: \$1M/\$3M on general liability, \$1M/\$3M on sexual abuse coverage, and a \$4M umbrella policy. Lessee shall name Bethany Community School as an additional insured and shall be provided to the Executive Director prior to use of the facility. The umbrella policy may be waived at the discretion of the Executive Director.

5. ORDERLY USE: The Lessee agrees that the Lessee and its employees, agents, volunteers, invitees and guests will comply with all directives of the School staff and policies of Bethany Community School, and all laws of the state of North Carolina, including those pertaining to public charter Schools. These include, but are not limited to the following:

- ☐ No weapons on campus.
- ☐ No drugs or controlled substances on campus.
- ☐ No alcoholic beverages will be sold or consumed on campus.
- ☐ The use of tobacco substances is not allowed on campus.
- ☐ No lewd or inappropriate conduct on campus.
- ☐ No use of Premise areas not specifically listed above.
- ☐ No video recording or filming for any purpose other than athletics.

6. NO TRANSFER, ASSIGNMENT OR SUBLEASE: The Lessee may not transfer or assign this agreement or sublet any part of said premises without the express written consent of Bethany Community School.

7. VIOLATION OF AGREEMENT: If the Lessee violates any of the covenants of this agreement, the Executive Director or his/her designee may, without notice to the Lessee, terminate the agreement and retake possession of the premises.

8. ALTERATIONS/EQUIPMENT: No alterations are to be made to Bethany Community School property without the written consent of the Executive Director. Rental of facilities does not include use of Bethany Community School equipment. At the permission and prior approval of the Executive Director, the Lessee may be allowed to rearrange furniture in the Bethany Community School facility. The Lessee must return any moved furniture to its proper location.

9. CONFIRMATION OF AGREEMENT: The agreement is not in force until signed by the Lessee, accepted and signed by the Executive Director, and the amount designated as "Total User Fee" has been received by Bethany Community School. The Lessee and Bethany Community School shall retain fully executed copies of this document.

10. CANCELLATION: Should the Lessee cancel the event covered under this agreement, the deposit of \$100 is non-refundable. If the full amount has already been paid when the event is cancelled, a refund of the Total User Fee may be returned to the Lessee, minus the \$100 deposit. This agreement may be cancelled by the Executive Director, his/her designee, at their discretion. In the event of an emergency, the Executive Director or his/her designee may use his/her discretion for cancellation of events (ex. inclement weather). If Bethany Community School is closed due to weather, emergency, etc., all events and rentals are canceled until Bethany Community School is officially reopened. Bethany Community School reserves the right to cancel the agreement, in the event of a school related event.

11. REMOVAL OF PROPERTY: The Lessee is responsible for the removal of all supplies and materials used in conjunction with the event immediately upon its end. Those items not removed within 24 hours after the event date shall be disposed of by Bethany Community School at the expense of the Lessee. Bethany Community School shall assume no responsibility for these items before, during, or after the event.

12. SECURITY: The Lessee agrees to reimburse Bethany Community School for employment of a sufficient number (as deemed necessary by the Executive Director, at his/her sole discretion) of duly authorized law enforcement officers for the purpose of maintaining order, protecting the public and Bethany Community School property, and enforcing regulations and laws of the state of North Carolina, or to provide additional, sufficient security as deemed necessary by Bethany Community School. The Lessee will not be permitted to use Bethany Community School property if the Lessee fails to cooperate with law enforcement. This reimbursement shall be in addition to the "Total User Fees", as described within the Facility Fee Schedule.

13. PAYMENT FOR DAMAGES: The Lessee agrees to pay costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the rented space or other parts of the campus affected by the event at a condition equal to that prior to the event. Cleaning fees may be assessed depending on the inspection of the premises after the event, and determined by the Executive Director.

14. ADDITIONAL REGULATIONS AND CONDITIONS OF USE: Bethany Community School reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of Bethany Community School and such regulations shall be binding upon the Lessee.

15. FOOD AND DRINK: No eating or drinking will be allowed except where provisions are made for such activities in advance, and the provisions must comply with regulations of the State Department of Human Resources, Division of Health Services, and the Rockingham County Health Department. No open or pit fires, nor candles, will be allowed under any circumstances. In addition, no portable cooking devices fueled by charcoal, propane gas, or powered by any other means may be used without the prior consent of the Executive Director. Absolutely no food or drink of any kind is allowed in the School gymnasium.

16. PUBLIC SAFETY: The Lessee agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations. All portions of sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the Lessee. The Lessee is not to bring onto the premises any material, substance, equipment, or object, which is likely to constitute a hazard to the property without the prior written consent of the Executive Director. Lessee may not exceed 100 people unless prior approval is given by the Executive Director.

17. CONTROL OF FACILITY AND RIGHT OF ENTRY: In renting the identified facilities to the Lessee, it is understood that Bethany Community School does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations. Duly authorized representatives of Bethany Community School may enter the premises without any restriction whatsoever.

18. CARE OF FACILITY: The Lessee shall not injure or deface the premises or any equipment therein. The Lessee shall not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to said facility. This extends to the stage; there will be no screws, nails, tacks, or hooks driven into the stage floor. Lessee shall return premises to the same condition as provided to Lessee.

19. PARKING: Parking will be permitted only in areas designated for such use. Parking will not be permitted on grassed and landscaped areas.

20. STATE INDEBTEDNESS CLAUSE: No indebtedness of any kind incurred or created by Bethany Community School shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of Bethany Community School shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions as required by NCGS 115C-218.105(b).

21. FORCE MAJEURE. Bethany Community School duties and obligations under this Contract will be suspended immediately without notice during any period that Bethany Community School is closed due to force majeure events including, but not limited to, any fire, act of God, war, governmental action, act of terrorism, epidemic, pandemic or any other event beyond Bethany Community School's control. If such an event occurs, Bethany Community School's duties and obligations in this Contract will be postponed until such time as Bethany Community School, in its sole discretion, may safely reopen.

I have read and agree to abide by the rules and regulations governing facility use in. I agree to be billed for any additional hours utilized but not listed on this agreement.

_____ Organization/Lessee Name

_____ Address

_____ Authorized Representative Name and Title

_____ Signature

_____ Date

_____ Telephone Number

Received and accepted by:

_____ Executive Director

_____ Executive Director signature

_____ Date