ADMINISTRATIVE GUIDELINES

CHAPTER 9.00 - SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

COMMUNITY USE OF FACILITIES

9.30G

ADMINISTRATIVE GUIDELINES STATEMENT:

The following guidelines have been developed to implement School Board Policy for the use of school facilities.

This fee schedule should be used in the event of a request for use of a School Board facility by non-school related organizations. School groups are encouraged to schedule events in the most cost effective manner. If groups schedule events outside of normal hours as a means of raising money for their group, the utility, custodial and security expenses may be charged to that group at the principal's discretion.

<u>Stadium</u>

Profit Lights: \$20.00/hr Custodial fee: hourly rate Usage fee: \$300.00 (up to 12 hours, \$25.00/hr thereafter)

Lining of field: \$120.00

<u>Gymnasium</u>

Profit Utilities: \$20.00/hr Custodial fee: hourly rate Usage fee: \$300.00 (up to 12 hours, \$25.00/hr thereafter) Non-Profit Utilities: \$20.00/hr. Custodial fee: hourly rate Cleaning supplies/paper products: 1 – 50 people: \$50.00 50+ people: \$100.00

Baseball & Softball Fields

Profit Lights: \$20.00/hr Custodial fee: hourly rate Usage fee: \$300.00/day

<u>Non-Profit</u> Lights: \$20.00/hr Custodial fee: hourly rate Cleaning supplies/paper products: 1 – 50 people: \$50.00

Auditoriums & Stage Curtis Peterson *

Profit \$750 per day <u>Non-Profit</u> \$250 per day

*This does not include the custodial fee.

Cafeteria/Cafetorium - (no food served)

Profit Utilities: \$20.00/hr Custodial fee: hourly rate Usage fee: \$300.00 (up to 12 hours, \$25.00/hr thereafter) Non-Profit Utilities: \$20.00/hr. Custodial fee: hourly rate Cleaning supplies/paper products: 1 – 50 people: \$50.00 50+ people: \$100.00

Cafeteria/Cafetorium & Kitchen- (food served)**

<u>Profit</u> Utilities: \$20.00/hr Custodial fee: hourly rate Usage fee: \$300.00 (up to 12 hours, \$25.00/hr thereafter) <u>Non-Profit</u> Utilities: \$20.00/hr. Custodial fee: hourly rate Cleaning supplies/paper products: 1 – 50 people: \$50.00 50+ people: \$100.00

**(Food Service personnel are additional and required for kitchen use. Custodian is also required.)

Regular Classroom ***

<u>Profit</u> Usage fee: \$10.00/hr. Custodial fee: hourly rate <u>Non-Profit</u> Usage fee: \$5.00/hr. Custodial fee: hourly rate

*** Non-profit groups hosting less than 15 students may have the fee waived, providing the meeting lasts no more than two hours and concludes prior to 6:00 p.m. during a scheduled workday.

School Bus — Outside Group Use

\$1.50/mile \$13.00 (\$10.00 for driver, \$3.00 for benefits)

CITRUS 9.30G

During normal working hours, a charge for school personnel may be waived unless so noted.

Outside normal working hours, school personnel will be paid their hourly rate, which may include time and a half.

Florida sales and use tax must be collected on facility use fees unless the user provides a current "Consumer Certificate of Exemption."

HISTORY:

ADOPTED: 11/12/2002 REVISION DATE(S): 02/20/2003, 07/29/2008, 09/18/2008 02/17/2011, 03/17/2016, 04/20/2017, 10/17/2019 FORMERLY: 4.6(1)G

THE SCHOOL DISTRICT OF CITRUS COUNTY, FLORIDA

FACILITIES USE AGREEMENT

This Agreement made between the SCHOOL BOARD OF CITRUS COUNTY, FLORIDA (hereinafter referred to as the "Board" and _____

In consideration of the following mutual promises and conditions, the Board and User agree as follows:

- 1. The Board grants to User the temporary use of the facilities known as _____,located at _____, during the hours of ______ on the following date(s) ______. User shall not occupy the facilities between the hours of 12:00 a.m. and 6:00 a.m. without the express written permission of the Superintendent or designee. Such use shall be in conformance with and subject to the Board's Use of Facilities Policy and to any Administrative Guidelines developed pursuant to such policy.
- 2. Prior to use of Board's facilities, User shall pay to Board the fees set forth in the Facility Use Request, unless other arrangements approved in advance. The agreed upon rental fee is itemized as follows:
- 3. User shall conform to the general conditions of use set forth in this Agreement and the additional conditions of use, and other matters, if any, set forth in the Facility Use Request.
- 4. User warrants that all information, including the information set forth in any application for temporary use of the Board's facilities, which User may have given the Board in connection with the use of the facilities described on the Facility Use Request, is true, complete and correct.
- 5. This Agreement shall be deemed dated, and become effective, as of the date on which a duly authorized representative of the Board executes this Agreement, provided such date of execution is later than the date on which the User executes this Agreement.
- 6. This Agreement shall not be assignable or transferable in any manner without the express written consent of the Board.
- 7. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Board and the User.
- 8. The User agrees to provide at its expense general liability coverage under an occurrence basis policy, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 or more in aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors,

and contractual liability. There shall be no exclusions for contracted liability. Coverage must be written by a carrier which has and maintains a rating of "A" or better and a financial size category of "VII" or better according to A.M. Best Company. The School Board of Citrus County, Florida, shall be named as Certificate Holder and Additional Insured for claims arising out of any and all facility use under this policy and that the insurance is not cancelable without first giving thirty (30) days written notice to the Board.

- 9. User hereby agrees to hold harmless and indemnify the Board, its agents, and employees, from and against any and all losses, claims demands, penalties, judgments, court costs, attorneys' fees and liabilities of every other kind and nature in connection with, arising from, or related to User's use of the Board's facility, occupancy of the subject premises, installation, operation or maintenance of any fixtures or equipment in or upon the demised premises, or any negligence or fault of the User in failing to control, monitor or supervise any activity on the premises during the term of the lease of the premises hereunder.
- 10. Notwithstanding any other provision in this agreement, the User agrees to hold harmless and indemnify the Board from and against any and all losses, claims, demands, penalties, judgments, court costs, attorneys' fees and liabilities of every kind and nature whatsoever which may arise as a result of any employee, agent, member, guest, invitee, licensee or volunteer of the User causing any harm or violating any rights of the Board, or its agents, employees, or any student, parent, guardian, invitee, licensee, visitor or guest on or about the premises of any Board facility or who may otherwise be injured, including but not limited to injury to any civil right protected by law, as a result of or during any use of the facility by the User.
- 11. The User agrees that it will cooperate with the Board, school principal or designee of either of them when any of said Board representatives shall direct the User to remove any employee, agent, member, guest, invitee or licensee of the User from the facility. Such direction to remove may be given in the sole discretion of the Board or its designee so long as the Board or its designee shall require such removal in the interest of the educational program, or the safety, health, welfare or security of any student, parent, guardian, guest, invitee, licensee, employee or agent of the Board.
- 12. Risk of any loss to User's property shall be entirely upon User. User may not store any equipment, material or other matter in Board's facilities without express written approval from the Board.
- 13. No equipment, material or other matter which presents a health or safety hazard to persons or property may be brought upon the Board's facility. The use of open flames, makeshift electrical wiring, flammable and/or caustic materials and the like are prohibited.
- 14. All persons using the Board's facility pursuant to the Agreement shall confine themselves to the area of the facility for which temporary use has been granted to User.
- 15. The use of any form of tobacco (including vapor products and e-cigarettes), illegal drugs, liquor, profane language, obscene materials or acts, gambling or violence is prohibited.
- 16. Food or beverages may not be sold without express written approval from the Board.
- 17. Equipment, material or other matter owned by the Board may not be used or removed

without express written approval from the Board.

- 18. Prior to the termination of the temporary use, unless other arrangements are expressly approved in writing by the Board, all equipment, material and other matter brought upon the facility by User shall be removed and the facility cleaned up and restored to the condition in which it was provided.
- 19. User shall at all times provide sufficient supervision of its activities to ensure compliance with this Agreement. The Board may, but has no duty to, require additional supervision, including police supervision, as it deems appropriate for protection of the facility and other Board property and to determine User's compliance with this Agreement.
- 20. Electrical equipment shall not be operated without express written approval from the Board.
- 21. Use of a facility may be terminated by the Board in the event of any emergency, and breach of this Agreement, or in the event that the facility is required for any Board program which cannot reasonably be held at another time and place.
- 22. The User agrees that if the standard fee schedule changes during the period of time for use reserved hereunder, that any increased fees shall be due and payable at the time they become effective.
- 23. The maximum capacity of the facility, as set forth in the Facility Use Request to this Agreement or as otherwise set forth by the Board, shall not be exceeded.
- 24. The user agrees to provide building security and restrict access to the facilities to ensure that no items are left unattended in the facility during the event and all items are removed from the facility after the event. In addition, the user agrees not to access any portions of the facility not identified for use in the Facility Use Agreement including the roof of all buildings.

IN WITNESS WHEREOF, the Board and User have executed this Agreement as follows:

Citrus County School Board	<u>USER</u>
Superintendent/Designee	Signature
Dated:	Title
	Dated:

USE OF FACILITY REQUEST

Today's Date: Date(s) Reque Type of Activit	ested For Use of Facility:	
Area(s) of Car	npus Requested:	
Timelines:	Start Time(If needed, please include set-up time)	Finish Time (Activity must be completed and area vacated)

Name of Orga	anization	Name of Insurance Company * (Attach Proof of Insurance-See Policy/Guidelines for requirements)			
		above. I agree to see that all school district rules and a satisfactory condition after our activity is completed.			
Printed Name of Pers	on Responsible	Signature of Person Responsible			
Address:	_				
Home Phone:		Work Phone:			
2. How many people de	rprise (for profit)?	□ No nce? lest? (i.e., tables, chairs, microphones, podium)			
	□ Yes □ No				
4. Sales Tax Exempt?	Exem	pt Certificate #			
5. Food / Beverage					

Insurance must be verified by the Risk Management Department prior to approval.					
Approved:	□ Yes □ No	Director, Risk Management			

NOTE: PER FLORIDA STATUTES, NO ALCOHOLIC BEVERAGES, TOBACCO USE, OR ILLEGAL DRUGS ARE PERMITTED WITHIN <u>1000 FEET</u> OF SCHOOL PREMISES.

For School Office Use				Estimated Cost
Approved:	Security needed?	□ Yes	□ No	\$
	Custodian needed?	□ Yes	□ No	\$
Signature of Principal/Designee	Rental fee?	□ Yes	□ No	\$
	Sales Tax?	□ Yes	□ No	

Copies: _____File ____Custodian _____Activities Director