



HARALSON COUNTY SCHOOL SYSTEM

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Extension 228

Facility Use Agreement

HARALSON COUNTY SCHOOL SYSTEM
FACILITY USE AGREEMENT

January 2008

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REQUEST FOR FACILITY USE

Date Requested: _____ Facility Name: _____ Building: _____

GROUP/ORGANIZATION REQUESTING FACILITY USE

Date(s) / Time Requested: _____

Group: _____ Tax I.D. Number _____

Responsible Party: _____ Phones: Primary _____

Secondary _____ E-Mail _____

Secondary Responsible Party: _____ Phones: Primary _____

Secondary _____ E-Mail _____

Facility Use Approved: Yes _____ No _____

If not approved please state reason:

Director of Facilities' Signature:

Please send completed form to: Linda Crossley – Facility Use Coordinator

or

Fax: 770-646-8628

GENERAL PROCEDURES & GUIDELINES

1. School district facilities may be leased to businesses and/or by non-profit organizations.
2. The scheduling of any event must be approved by the Director of Facilities. The Director of Facilities must keep on file a copy of approval and denials for use of facilities.
3. Students cannot be used at any time to do custodial type duties connected to these events.
4. The following fees will be charged for the use of the school facilities for non-school related activities. A notice of at least thirty days shall be given by the User of Facilities to the Superintendent's designee in the case of any changes required to the original contract. Failure to give said notice will result in a \$50.00 administrative charge.
 - a. **Rental fee:** A rental fee not to exceed \$500 for primary and elementary schools, and \$1000 for the middle and high school will be paid to the Haralson County School District. A nonrefundable deposit of \$50 will be submitted along with the Request for Facility Use. A security deposit of \$500 and the rental fee is due at contract signing. The contract and all fees are due no later than 30 days prior to the planned rental date. Please refer to the schedule below for the fees for specific areas of the facility:

HCHS Fine Arts Facility	\$100 / hour, minimum fee \$400.00
Auditoriums	\$50 / hour, minimum fee \$150.00
School gyms	\$50 / hour, minimum fee \$150.00
School cafeterias	\$50 / hour, minimum fee \$150.00
Classrooms*	\$25 / hour, (per room), minimum fee \$50.00
Athletic fields**	
For athletic events-	\$50 / hour, minimum fee \$150.00

For non-athletic events-

\$100 / hour, minimum fee \$250.00

b. **Utility fee:** A charge of \$30.00/hour will be collected for utilities. This fee will be based upon a minimum of three (3) hours. Payment will be made to the Haralson County School District.

c. **Custodial/Supervisory fee:** Custodial/Supervisory fees will be paid by the sponsoring organization to the Haralson County School District at a rate of \$30.00/hour. The fee is based upon a minimum of three (3) hours. The custodian/supervisor will be an employee of the Haralson County School District. The employee will remain on campus at all times while the building is used by the lessee. The employee would be responsible for securing the building/campus after each use.

d. **Use of food service equipment fee:** A lunchroom employee must be present at any time the kitchen or equipment is used. This fee will be paid to the Haralson County School District at the rate of \$50.00/hour. The fee is based upon a three (3) hour minimum.

e. Unless otherwise noted, the User of Facilities will be required to contract with the Haralson County School Sheriff's Office to provide security for all events. This fee is to be determined by the Sheriff's Office, and remitted directly to them.

f. Use of school equipment will be at the discretion of the school Director of Facilities, as well as fees for the same. Exception: Chairs may not be removed from the cafeteria for non-school related activities.

*Excludes labs and other areas designated by the Director of Facilities.

**Utility and custodial/supervisory fees will be charged for rental of athletic fields.

g. **Sound/Light fee:** A school employee, trained in the use of sound and lighting, must be present at any time the high school theater/auditorium is used. This fee will be paid to the Haralson County School District at the rate of \$50.00/hour. This fee is based upon a three (3) hour minimum.

5. Alcoholic beverages and/or tobacco will not be permitted in school facilities or on school property at any time.

6. All applicants for use of school facilities shall hold the Haralson County School District free and without harm from any loss or damage liability or expense that may arise during or be caused in any way by use or occupancy of district facilities. Before the Director of Facilities gives the final approval for the use of the school facility or athletic fields, the user of the facilities and/or athletic fields shall obtain liability insurance coverage of no less than \$1,000,000.00. The coverage shall be in effect at all times during the time the user of facilities or athletic fields occupies the same.

The user of facilities or athletic fields shall present to the Director of Facilities a copy of either a Certificate of Insurance for at least \$1,000,000.00 from their general liability policy or a copy of a Special Event Policy from an insurance company of at least \$1,000,000.00 liability coverage. The policy must name the Haralson County School District as an additionally insured entity.

7. All on-campus signs related to an approved event may be displayed thirty-six (36) hours prior to the start of the event. All signs shall be removed immediately following the event.

8. Any signage or advertisement for an approved event will be approved by the Superintendent and/or his/her designee. The name of a facility may not be prominent on any advertisement.

9. All Haralson County School District facilities are leased "as is". No adaptations or changes to the facility are allowed including modifications to electrical systems, lighting, sounds systems, etc., even when considered temporary.

10. Materials and equipment may not be stored on school property when not in use.

11. No overnight use of school facilities will be allowed.

12. All applications for the use of school facilities must be approved by the Superintendent or his/her designee. Contracts for long-term use must be approved annually*. All approved and denied request will be represented to the Board of Education as a point of information.

13. Any exceptions to these guidelines must be approved by the Board of Education.

**Different rates may apply to long-term contracts.*

AGREEMENT

This Agreement entered into this ____ day of _____, _____, between the Haralson County School District, hereinafter referred to as the "District"; and _____, hereinafter referred to as the "User of Facilities";

WHEREAS, the Haralson County School District makes available for use to the public certain facilities, and WHEREAS, the User of Facilities desires to enjoy the use of certain facilities as set forth herein. In consideration of the sum of _____ and other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the benefits flowing to both parties, it is agreed as follows:

1.

The User of Facilities shall have the right to use the following facilities on the days and times specified below:

from _____ (am/pm) until _____ (am/pm) _____

2.

The User of Facilities shall pay the Haralson County School District the following fees per use as specified in General Procedures and Guidelines:

- | | | |
|----|------------------------------------|----|
| A. | Rental Fee | \$ |
| B. | Utility Fee: | \$ |
| C. | Custodial Fee/
Supervisory Fee: | \$ |
| D. | Food Service Fee: | \$ |
| E. | Sound/Light Fee: | \$ |
| | Total Fee/Use: | \$ |

3.

The User of Facilities shall abide by all rules applicable to the use of the facilities required by the Haralson County School District and shall abide by all individual school

rules. Failure to abide by these rules may result in the revocation of this contract without notice.

4.

The User of Facilities certifies that it has inspected, and is familiar with the facility to be used. The User of Facilities further certifies that the particular use of the facility as proposed does not create a danger to any individual.

5.

The User of Facilities shall obtain the following insurance to cover all participants in the use of facilities: Certificate of Insurance from their general liability policy for \$1,000,000.00 or Special Event Party obtained from Insurance Company for \$1,000,000.00. The policy must name the Haralson County School District as an additionally insured entity.

6.

The User of Facilities agrees to indemnify and save harmless the Haralson County School District and its agents against all claims for damages to persons or property by reason of the use of occupancy of the facility, and all expenses incurred by the Haralson County School District because thereof, including attorney's fees and court cost.

7.

The User of Facilities agrees to contract with the Haralson County Sheriff's Department to provide security as required by the Haralson County School District. The User of Facilities will provide payment for security services directly to the Haralson County Sheriff's Department.

8.

The User of Facilities shall properly supervise and protect all individuals participating in the use of facilities.

AGREED to this _____ day of _____, _____.

Haralson County School District

BY: _____

User of Facilities

ISSUED: February 11, 2008

LAST REVISED: February 11, 2008

HARALSON COUNTY BOARD OF EDUCATION