

AGREEMENT FOR TEMPORARY USE OF BAY DISTRICT / SCHOOL FACILITY / PROPERTY

TO BE COMPLETED BY ORGANIZATION REQUESTING TO USE THE FACILITY – SEE USER INSTRUCTIONS ON BDS WEBSITE

“The Organization” Requesting Permission To Use Facilities _____

Address _____
 Street Address _____ City _____ State _____ ZIP _____

Telephone Number _____ Tax Exempt Number of Non-Profit Organization _____

Contact Person _____ Telephone Number _____ E-Mail Address _____

Date(s) of Use _____ Time of Use: From _____ am _____ pm To _____ am _____ pm

Date(s) and time(s) of use must include ALL setup and cleanup time. Multiple days and times of use should be further detailed on the back of this page and in the lease cost calculator worksheet which can be found on the Bay District Schools (BDS) website, School Facilities Leasing tab.

Purpose of Use _____

Authorized Representative of Organization must initial each of the following:

- Will fees be charged for participation / admission? Yes / No Fee/Participant _____ # of Participants _____ Ticket Price _____ # of Spectators _____
- Organization agrees to pay a the non-refundable booking deposit (greater of \$250 or 20% of the total lease fee, unless the total lease fee is less than \$250 in which case the total lease fee is due at the time of booking).
- Organization agrees to pay rental fees at least 10 days in advance of the first day of rental, and any additional charges or reimbursement for any additional services or use, damage to the facilities, equipment or property within 10 days of the date of billing.
- The Organization agrees not to reassign or sublet the facilities, equipment, property, or any part thereof for any other purpose than specified herein.
- The District and School reserve the right of use of the facilities, equipment or property and agrees to notify the Organization of any changes to this Agreement within 48 hours of the Organization’s activity.
- Organization further agrees to provide proof at least 10 days in advance of the first day of rental of liability coverage in at least the amount of \$100,000 per person and \$300,000 per occurrence, with Bay District Schools named as an additional insured with the specific school / facility listed under “Certificate Holder”. This proof of liability insurance must be provided to the School or District facility manager to place on file. An example of the required certificate of insurance can be found on the BDS website, School Facilities Leasing tab.
- Organization shall comply with the User Instructions and facility regulations and procedures, School Board policy, and applicable state and federal laws regarding use of school facilities, equipment or property.

Lease Costs for Space, Labor, and Gate Share

User and School or District Leasing Coordinator shall jointly complete the Lease Cost Calculator Worksheet which can be downloaded from the BDS website. Bay District Schools or other users as defined in School Board Policy 6.501 may use the facility at no charge. However, they must comply with liability insurance requirements and pay any damages and must adhere to all other rules, times, and regulations. All hours of use are charged consecutively each day from the initial start of use (load in/set up) to final end of use (end of clean up). For certain facilities, user will be required to use BDS approved / trained labor to ensure proper care and operation of expensive facilities, equipment, and systems and to mitigate safety risks and property damage. This labor provides users with custodial services and technical support for the event including lights and sound, stagehands, house management, custodial services, and other assistance. User shall pay for labor directly to the personnel performing the labor promptly at event / use completion. If the facility is used for a profit-making or fund-raising/donation/collecting activity, the lease fee assessed shall be equal to 10% of the gross proceeds or the space fee set forth below, whichever is greater. User shall pay for supporting labor in any case.

From the Lease Cost Calculator Worksheet:

	Space Fees	Labor Cost	Gate Share	Total Cost to User
School				
District				
Total				

The Organization hereby releases, acquits and forever discharges the School Board of Bay County (“School Board”), its officers, agents and employees, of and from every claim, demand, cause of action or right of whatsoever nature or kind, for personal injuries, illness, disease or damage to property, arising from or associated with this agreement or the use of school facilities, equipment or property by the Organization or any of its officers, agents, employees, contractors or students, sustained at any time in the future by the Organization or any of its officers, agents, employees, contractors, or students, except as may result solely from the negligence or intentional act of the School Board, its officers, agents or employees. Further the Organization agrees to defend, indemnify and hold the School Board, its officers, agents and employees harmless of and from every such claim, demand, cause of action or right of whatsoever nature or kind, except as may result solely from the negligence or intentional act of the School Board, its officers, agents or employees. The Organization, at its own cost, expense and risk, shall defend any legal proceedings that may be brought against the School Board on any claim or demand arising out of the use of the School Board’s facilities, equipment or property and shall satisfy any judgment that may be rendered against the Board. The School Board shall notify the Organization of the receipt of any such claim or demand.

Signature of Authorized Representative of Organization Signature _____ Date _____
 Printed Name _____ Title _____

TO BE COMPLETED BY APPLICABLE FACILITY MANAGER/SCHOOL REPRESENTATIVE Event Approved: Yes / No (Circle one)

SIGNATURE OF MANAGER/SCHOOL REP. _____ PRINTED NAME _____ DATE _____
 SIGNATURE OF PRINCIPAL OR DESIGNEE _____ PRINTED NAME _____ DATE _____

**REQUEST FOR TEMPORARY USE OF BAY DISTRICT / SCHOOL FACILITY / PROPERTY
Auditorium, Gymnasium, Stadium, Pool**

Fill out this form, return it with the Facilities Lease Form and initialed Policies and Procedures to the school.

Contact person for this event: _____ **Cell phone number for the day of the event:** _____

The contact person MUST be on site prior to the start of any set up/load in for your event and MUST stay until everyone involved in your event departs campus and all loading out is complete.

The following dates and times are a request, and are not firm until confirmed by the BDS Lease Coordinator and booking the deposit is paid in full. BDS uses for school and district purposes take priority over outside uses. If BDS elects to use the facility or property the booking deposit will be returned in full. User and BDS Lease Coordinator jointly complete the Cost Worksheet.

Event Date: _____ **Times:** From _____ To _____

What time do you need to have the facility opened to begin set up/load in? _____

Will there be any breaks in the day where you will not need use of the facility? _____

What time will you be finished with all cleanup/load out? _____

If the event is more than one day or takes place several different times during one day please define on your Lease Cost Calculator Worksheet for each day, event times, breaks, and times needed for set up and clean up. All times and charges must conform to Exhibit A - Fee Schedule in School Board Policy 6.501 and the Lease Cost Calculator Worksheet.

Briefly describe the event: _____

1. Please check the choice that best describes your lighting needs if you are leasing an auditorium.
___ Only the general house lights and the lobby/restroom lights need to be turned on, no stage lights (i.e. for a meeting)
___ The stage lights are needed, but just a general wash over the entire stage (i.e. for a presentation or ceremony)
___ Specific or specialized stage lighting is needed (Please describe on the back of this form and Auditorium staff will contact you for more information if needed)
2. Please check the choice that best describes your sound needs if you are leasing an auditorium or stadium.
___ No microphones or sound system are needed (i.e. for a small group meeting)
___ No more than two handheld microphones and playing digital music is needed (i.e. for a pageant or ceremony)
___ Specific or specialized sound is needed (Please describe on the back of this form and Auditorium staff will contact you for more information if needed)
3. Do you need to use a projector? Yes No
4. Do you need to use the green room and/or dressing rooms for an auditorium, gym, stadium, or pool? Yes No
5. Do you have any other technical needs? _____
6. What (if any) set of other large items are you bringing in? _____
7. Please list on the back of this form any additional needs, further descriptions, or other information you think we may need.

It is generally prohibited to consume or store drinks or foods within the leased facility without specific permission from your Leasing Coordinator. Your rental does not include any space for eating or storing food.

Applicant acknowledges that use of facility is based on availability. BDS reserves the right to change date / location or cancel in the event of unavoidable or emergency conflict. All damages, malfunctions, and safety violations during your event must be reported and repair and hazard fees will be assessed if your group does not follow rules or lack of supervision causes damages or hazards.

Signature of Authorized Representative of Organization

Signature _____ Date _____ Printed Name _____ Title _____